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The Solicitors' Journal.

LONDON, SEPTEMBER 5, 1868.

SOME CORRESPONDENCE has lately appeared in the *Times*, with reference to the question whether or no women have been enfranchised by the late Act, and especially with reference to the case of a woman having been placed on the list by the overseer and not having been objected to. We have already (*supra*, p. 762) given our reasons for thinking it quite clear that women are not entitled to be registered as voters. The other question stands, however, on a very different footing, and on the whole we are inclined to think that if a woman placed on the list is not objected to, there is no means of preventing her voting, or even of getting her vote disallowed on a scrutiny.

In the first place it seems that the revising barrister has no power to strike out the name unless it is objected to. His power in that case is limited to striking out the name of any person whose qualification, as described in the list, is insufficient in law to entitle such person to vote. It has been held that this means—necessarily insufficient, and that if the description given of the nature of the qualification is capable of being construed to refer to a legal qualification, it must be so construed. Thus "part of a house" has been held (*Judson* v. *Luckett*, 2 C. B. 197) to mean such part of a house as will confer a qualification; and "tenant" has been held (*Berks* v. *Alison*, 11 W. R. 90), capable of meaning an occupying tenant paying £50 a-year rent. In these cases, however, it has been held that the proper course is for the revising barrister to amend the statement by describing the qualification more accurately. It has also been held that a revising barrister was not justified in striking out the name of a voter whose qualification was described as a "freehold share in Putney-bridge," but who had not been objected to,—even after the Court of Common Pleas had decided that the shareholders in Putney-bridge had no freehold. Now, let us suppose that the name "Mary Smith" appears in the list. There is nothing that we are aware of in law to prevent a male person being called Mary, and it is difficult to see that the revising barrister can say, as a matter of law, that a person called Mary was necessarily disqualified. Then, if so, it does not appear that he has any power to receive evidence to show that the particular Mary is a female, unless Mary has received the proper notice of objection. Besides which, if Mary really was a male there would be no more accurate way of describing the voter, which seems to show that the description is not of necessity insufficient. Many Christian names will occur to our readers as to which there may be much more doubt whether they belong to a male or female than the one we have selected as an instance. Of course, if the revising barrister chose to strike the name out, unless Mary or some one on her behalf were present to ask for a case to be stated, she would have no remedy. She might, however, tender her vote at the election, and upon a scrutiny, as it would have been expunged by an express decision of the barrister, the committee of the House (or, under the new law, the judge) might review the decision of the barrister (see 6 Vict. c. 18, s. 98). In that case, however, the vote would probably not be allowed, because, although the name might have been improperly struck out of the list, yet there would be no right in law to vote.

Supposing the revising barrister considers he has no jurisdiction to strike out the name, so that it appears on the register, then the question arises whether the returning officer may reject the vote. As to this, the powers and duties of the returning officer are not very clearly defined. From 6 Vict. c. 18, s. 82, it would appear that he has no power in any case but those specially mentioned in that section to reject a vote tendered by a person whose name is on the register. It is, however, clear that he may reject a voter labouring under a temporary incapacity at the moment of voting, as a person who is then a lunatic or drunk. The reason of this, however, is perhaps rather that there is no proper tender of the vote, and we think it may be taken that the returning officer has no power to reject a voter for any incapacity which might have been the subject of objection before the revising barrister. A vote has been disallowed by a committee (Wareham, W. & D. 93) when the voter had received parochial alms since the registration and before the election, although the voter had also received alms before the revision, and might have been objected to on that ground, but was not. This, however, was expressly put on the ground that each receipt of alms is a fresh disqualification, so that the case is rather an authority in favour of the proposition that a continuing disqualification, such as being a female, must be the subject of objection at the revision, or otherwise the vote ought to stand. It seems clear, from section 82 of the Act quoted above, that a minor on the register may vote, and therefore we cannot see why a woman should not.

Perhaps, however, if either the revising barrister or the returning officer were slightly to outstep his strict legal powers, and to reject the vote, it may be doubtful whether any tribunal would reverse the decision and allow the vote, supposing our view that females are still disqualified is ultimately held correct. That females are still, since the late Act, under a disability, we have not, the remotest doubt.

AT THE WINGHAM (Kent) Petty Sessions, this week a man named Slowburn, described as a betting man, of London, was summoned under the Act for the Suppression of Betting Houses (16 & 17 Vict. c. 119, s. 3), "for that he being a person using a certain office and place on the Dover racecourse, did unlawfully open and keep and use the same for the purpose of betting with persons resorting thereto, upon certain events and contingencies of and relating to horse-races." The "place" in question was a wooden erection on the course, near the betting ring. It was not roofed, but enclosed and fixed to the ground by posts. *Shaw* v. *Morley*, 16 W. R. 763, shows that such an erection is both an office and a place within the Act. The defence was that the defendant could not be convicted under the Act, inasmuch as the spot on which the erection existed belonged to the race committee promoting the Dover races, who claimed the sole right of entry thereto, and that the defendant, having come there without the knowledge or consent of this committee, could not be said to be the owner or occupier, but must be regarded as a trespasser, who could have been ordered off at any moment; and the defendant's solicitor pointed out that, in *Shaw* v. *Morley*, the site of the erection was actually leased to the appellant Shaw by the Doncaster Town Council, who were the owners. The magistrates deliberated, and afterwards, according to the newspaper report of the case, on their re-entering the court, the chairman said the bench considered the case for the prosecution fully established, and as they were determined to do all in their power to prevent the continuance of betting, which was so pernicious in its influence upon society, especially the poorer class, a penalty of £50 and costs would be inflicted, and in default of payment six months' imprisonment.

It seems to us either that this Act should be enforced impartially or that it should be repealed or modified. We do not find fault with Inspector Stokes of the Kent County Constabulary, for prosecuting Mr. Slowburn; but is there no inspector of metropolitan constabulary who thinks that Tattersall's may be within the Act? If betting is pernicious only to that portion of society which is not considered "Society," then this Act should be modified by expressly excepting from its provisions those institutions in which Society meets to transact its pastime or profession, as the case may be, of "betting with persons resorting thereto." Probably it was not contemplated that the Act should apply to those institutions; if it does extend to them, it had better be either enforced or amended. The amending Act might run somewhat as follows:—

"Whereas an Act was passed, &c., entitled An Act for the Suppression of Betting Houses." And whereas doubts have arisen whether certain institutions used by members of the Jockey Club and others for the purposes of betting are not within the operation of the said Act; and whereas it is expedient, in order that the members of the said club and others of similar social position may possess facilities of common resort for the purposes of betting, to except such institutions as aforesaid from the operation of the said Act. Be it enacted, &c. The description by which an aristocratic "office or place" would be distinguished from a vulgar one we leave to the framers of the statute.

AN ENORMOUS MASS OF EVIDENCE has been taken at the coroner's inquest held at Abergele, but the legal bearings of the matter, when disentangled, are not so complicated as newspaper readers would be led to suppose. We may assume the sad disaster to have occurred thus:— Some trucks belonging to a goods train shunting at the Llandulas station got in motion down the incline, and ran with increasing momentum towards Abergele, upon the down rails on which the Limited Mail was advancing from Abergele to Llandulas. A collision ensued. The trucks contained barrels of petroleum, and the shock of the collision bursting the barrels, the petroleum came in contact with fire from the mail engine, instantly setting the fore carriages of the mail in a blaze. Probably the shock flung the liquid all over these carriages, and thus the quick conflagration.

Thus the question between the railway company and the representatives of the deceased will be—was it by the negligence of the company that the trucks ran down the incline? It has been settled over and over again that the mere fact of a collision between two trains is sufficient *primâ facie* evidence of the company's negligence, and it will go very hard with the railway company in this case to show that it was not their negligence which allowed these trucks to run down the incline. The fact that it was through the trucks containing petroleum, that such a conflagration was the result of the collision, is immaterial; and the evidence as to the nature of the petroleum in question seems to us to be needlessly encumbering the case.

It is worthy of notice also that, since the trucks were standing on the down-rails at 12.35, the Mail being due at 12.38 according to some witnesses, and not later than 12.45 according to others—these facts point to the conclusion that the escape of the trucks merely accelerated a collision which must have occurred in consequence of the goods train being shunted on the main line so shortly before the approach of the Mail. Possibly the shock of a collision with the trucks at rest would not have brought the petroleum in contact with the engine fire or cinders. If so, the negligence which allowed the trucks to run down the incline would aggravate the result of a collision already rendered inevitable by the negligence which allowed them to be on the main line at all at such a time.

In the event of the company being found liable in damages to the representatives of the killed, a question might possibly be started between them and the consignors of the petroleum, as to the right of the former to be recouped to any extent by the latter. The Gunpowder Act, 23 & 24 Vict. c. 139, contains provisions as to explosive compositions other than gunpowder, but none as to their carriage, and neither the Petroleum Act, 25 & 26 Vict. c. 66, nor the Petroleum Act of last session, 31 & 32 Vict. c. 56, deal with the land carriage of petroleum. It is a reasonable and well-known principle of the law as to carriers that if a carrier receives from a consignor dangerous goods, without notice that they are so, and damage is the result, the carrier has his action against the consignor for the injury he may sustain, whether to himself or his own goods or by remedies enforced against him by other parties injured by the same mischance.

Petroleum is a highly-explosive substance, and whether or no the company here had notice of what they were carrying, we are not aware, but assuming that they had not, the question would arise, did the conflagration result from the default in giving them notice? But the conflagration seems to have been produced by the petroleum coming in physical contact with actual fire (which would have ignited any oil), and not by its own mere explosion, as has sometimes happened at 100 degrees Fahrenheit, or some other comparatively low temperature. And thus the disaster would have been due, not to the consignors' default, but to the company's negligence occasioning the collision, for the company could not be heard to contend that they would have managed their goods-shunting at Llandulas better if they had known that the train contained petroleum.

It may be remembered, *apropos* of railway accidents, that when the Railways Regulation Act of last session was before the House of Commons, Mr. Leeman proposed to introduce a clause limiting the responsibility of companies to make compensation in such cases to £400 in the case of first-class passengers, £300 for second-class, and £200 for third. The proposal was, however—as we think very properly—rejected. By the 25th section of the new Act the Board of Trade is empowered, at the joint request of the company and the claimant or claimants, to appoint an arbitrator.

ON SATURDAY LAST three summonses against the directors of a limited company for infringements of the 41st, 42nd, and 54th sections of the Companies Act, 1862, were heard by Mr. Flowers, at Bow-street. The first summons was under the 42nd section, which renders any director or manager of a limited company, knowingly or wilfully authorising a default, in not having the company's name painted up outside each of its places of business, as required by section 41, liable to a penalty not exceeding £5 for each day of default. It appeared that the company had its name painted outside an office which it had occupied for some time, but that it had opened another office some distance off in the same street, at which the business was now carried on, instead of at the old office, and there had been a default for thirteen days. The second summons was under that part of the 42nd section which renders any director, officer, or manager of the company, or any person acting on its behalf, liable to a £50 penalty for the using or authorizing the use of a seal purporting to be a seal of the company, not having its name engraven thereon as required by the 41st section. The magistrate observed that here the penalty was, not for not having the name properly engraved on the seal, but for using the seal not so engraved; the offence indicated by the section was a personal one, which must be brought home to the individual. This summons was accordingly withdrawn. The third summons was for a breach of the 54th section, which requires the company (under a penalty not exceeding £1 for every non-compliance) to annex to the articles of association, which by section 19 are to be furnished to every member who applies for them, copies of all special resolutions. The complaint on this summons was that a copy of the articles had been furnished, not having annexed to it a

copy of a special resolution for changing the company's name. To this summons the defendants pleaded guilty; they commented on the ill feeling which, they alleged, had prompted the proceedings.

Mr Flowers said it was clear there were thirteen days on which the name was not up. He could not treat the Act as if it were nothing. He must impose penalties; but considering all the circumstances, he should mitigate the penalty of £5 a day to ten shillings a day, making £6 10s. For the infringement of the 54th clause he should impose the full penalty of £1, making £7 10s., which he should order to be applied towards the costs of these proceedings.

THE CASE OF MR. YELLAND, described as a promoter of joint-stock companies, who was lately charged at Guildhall with defrauding several persons of divers sums of money by false pretences, illustrates anew the want of a public prosecutor. The accusation was that the prisoner had obtained these sums by pretences in connection with a bubble insurance company. When the case came on after an adjournment it appeared that the prosecutors had withdrawn, upon receiving from Mr. Yelland the amounts in respect of which they complained, in bills and shares, and had written to him letters in which they stated their opinions that he had not intended to defraud them. Thereupon, Mr. Martin, the chief clerk, said it was useless to go on with the case, as no jury would convict in the face of those letters. The magistrate, Alderman Finnis, thereupon reluctantly discharged the prisoner.

We do not, however, quite see that this need have been done. It is to be presumed that the prosecutors made a statement on oath when the charge was first brought forward. As no more evidence for the prosecution, but rather the contrary, appeared to be forthcoming from them, the magistrate might have elected to commit the prisoner on the original depositions. And as to the statements made by the prosecutors in their letters, it is material to observe that these were merely expressions of the prosecutors' individual opinion that there had been no intention of defrauding. It cannot be assumed that in the face of previous statements by the prosecutors, and of the circumstances of the case, a jury would inevitably have acquiesced in that opinion.

The difficulty arising from such a mode of dealing with the case as we have suggested would have been as to the costs. The case was pre-eminently one which, either in the interests of the accused or those of the public, required to be tried out, and the occurrence well illustrates the need for a public prosecutor.

MURPHY, THE LECTURER, whose harangues provoked the Birmingham riots fourteen months ago, proposed to lecture in Manchester this week. His harangues having recently produced great tumults in Staleybridge, Rochdale, and other towns, the magistrates, upon information sworn before them that the lectures would be likely to lead to a breach of the peace, required Murphy to find two bail in £100 each not to lecture. This he at first refused to do, but, after a couple of days' confinement, changed his mind, and was released upon the bail of two gentlemen, one an Irish clergyman, and the other a Manchester merchant, who believe in Murphy's harangues. One of the counts in O'Connell's indictment would, as we have before remarked, seem to apply almost exactly to inflammatory harangues like those of Murphy.

THE POSITION and constitution of the attorneys and solicitors in Scotland is just now much discussed north of the Border, and a very cursory glance at the matter seems to show that it is at any rate one for reconsideration. We understand that one great complaint made by that section of the profession which advocates a reform is that no good purpose, but eminently the contrary, is attained by the splitting-up of the profession into innumerable Faculties. Most Scotch attorneys or solicitors are "procurators" (a word which seems to correspond both in derivation and meaning to the word "attorney"), though some, as, for instance, those who confine themselves to chamber practice, are not. In England we have but one "faculty," to borrow the term, of attorneys, and every English attorney has a right to practise in courts throughout England. The Irish attorney is in the same position. But in Scotland the procurators are split up into innumerable Faculties, one to each sheriff's court, each with its council, byelaws, regulations, and fees for the examination of applicants for admission; and only the procurators of each Faculty are entitled to practise in that particular sheriff's court. This seems much as though every English county had its own Incorporated Law Society, or more, the members of one society not being allowed to practise in the district of any other.

THE SOLICITORS IN IRELAND appear to have received rather a rap over the knuckles in the following notice recently promulgated by the Masters of the Court of Chancery:—

To the solicitors of the Court of Chancery and all persons concerned.

Pursuant to the provisions of the Court of Chancery (Ireland) Act, 1837, section 31, and for the purpose of winding up all suits and matters pending in our respective offices, all solicitors having the carriage of or interest in such suits and matters are required to proceed forthwith, and without any unnecessary delay, to have same disposed of; and they are hereby apprised that we shall, at the commencement of next Michaelmas Term, adopt such steps as we may think expedient under the special provisions of said Act. or otherwise, to enforce diligent prosecution and termination of all such suits and matters.

E. LITTON.
W. BROOKE.
J. J. MURPHY.

NEGLIGENCE.—I.

Owing principally to the state of the commercial world there has been for some time past a general slackness of common law business, but there is one class of cases which, far from diminishing, seems to increase every sittings and every circuit. We refer to what are commonly called accident cases. Not long ago when the three common law courts were all sitting at Nisi Prius, and each with a second court, five out of the six were on one day occupied with accident cases of one sort or another. And probably a person would seldom walk through the courts while they were all sitting without finding one or more occupied either with a railway or a running down case, or some other action for personal injuries alleged to be sustained to the plaintiff through the negligence of the defendant. It may be useful, therefore, to consider the points which arise in such cases; for although they more usually turn on questions of fact rather than law, yet they not unfrequently involve legal points of considerable nicety. We propose, therefore, to consider the necessary incidents of a good cause of action for negligence, both generally and in reference to some particular instances.

In the first place it is necessary to observe that the word negligence is not unfrequently used with at least two different meanings, one larger and more extensive than another. In its larger meaning it imports neglect of any duty imposed by the law upon one person in relation to another; in the narrower sense, in which it is perhaps more often used, it means a neglect of the particular duty to take reasonable care which the law, under certain circumstances, imposes. This distinction should always be borne in mind in considering the cases which have been decided upon the subject of negligence, because it will be found that there are certain rules laid down

which may be taken as universally applicable to all cases where the only duty imposed by the law upon the defendant is a duty to take reasonable care, but which are by no means necessarily applicable where the law imposes some more definite and positive duty. For instance, if the law cast upon a man the duty to have his premises in a reasonable safe state, he is liable if they are not in that state, although he may have employed a competent contractor to put them in that state, and so be not himself to blame. On the other hand, where the duty is only to take reasonable care to have the premises safe, the owner would not be liable if he had contracted with a competent person to do what was required. Thus the first step in order to ascertain whether, in any particular case, there is a cause of action or not is to see what duty the law imposes under the circumstances. When that is ascertained two questions, mainly of fact, arise, viz., has that duty been neglected by the defendant? and has that neglect been the cause of damage to the plaintiff? If these questions are answered in the affirmative, a cause of action is made out.

Before proceeding to discuss various cases of ordinary occurrence in which the law imposes a particular duty, it may be convenient to consider the points which arise upon the other two questions, and first, what proof must be given of the neglect of duty. This at once suggests a point upon which there are many decisions, viz., is the happening of an accident *primâ facie* proof of negligence.

Upon this point it may be considered to be clearly decided that it lies upon the plaintiff to show negligence, and not upon the defendant to show that he exercised reasonable care. It has sometimes been contended that this came within the rule as to proof of a negative, so that it would be for the defendant to show that he had used due care rather than for the plaintiff to show that the defendant had not done so. This contention has, however, never been recognized by the Courts, and it would be obviously unfair that it should be, for the result would be that any person might call on another to defend himself against an action for negligence, without laying any substantial foundation for it, and on pain of his being held liable to damages on failing to justify all his conduct in the eyes of a jury. It may therefore be taken as clear that where the circumstances are equally consistent with the damage having happened from some other cause, as from that of negligence on the part of the defendant, the defendant is entitled to succeed: see *Cotton* v. *Wood*, 8 C. B. N. S. 568. But although this is so, the plaintiff may make out a *primâ facie* case by showing the nature of the accident to be such that it cannot be supposed to have been caused by anything but negligence on the part of the defendant. Thus it has always been held that proof of a collision between two railway trains of the same company on the same line of rails is sufficient *primâ facie* evidence of negligence on the part of the company: *Skinner* v. *London and Brighton Railway*, 5 Ex. 787. And this rule has lately been extended to a case of a train belonging to the defendant company being run into on their line by another train, without any proof that that other train belonged to the same company. This decision proceeded on the ground that although the defendants' line might be used by trains of other companies, yet that must be under regulations made by the defendants: see *Ayles* v. *South Eastern Railway*, 16 W. R. 708.

In these cases it is said *res ipsa loquitur*. Unless there had been negligence the result would not have happened. And there may be other cases not so strong as these where, although it cannot be said with any certainty that the accident must be caused by the negligence of the defendant, yet the real cause is evidently within the knowledge of the defendant, but not of the plaintiff. Proof of such facts is held sufficient to call upon the defendant to explain how the accident did happen. Thus, in *Scott* v. *The London Dock Company*, 13 W. R. 410, 3 H. & C. 596, the Court of Exchequer Chamber held that upon an accident happening in the use of machinery or anything of the kind, which machinery or thing is shown to be at the time under the management of the defendant or his servants, the accident being such as, in the ordinary course of things, does not happen, if those who have the management use proper care, then there is, in the absence of explanation by the defendants, reasonable evidence that the accident arose from want of care.

In the next place, assuming that negligence on the part of the defendant is proved, it is essential that this negligence shall be the cause of the damage to the plaintiff. It is upon this point that the familiar doctrine of contributory negligence arises. It is scarcely necessary to enlarge upon that doctrine, as it is correctly laid down in all the text-books, the *dictum* of Baron Parke in *Bridge* v. *The Grand Junction Railway Company*, 2 M. & W. 244, being usually quoted as laying down the law concisely as well as correctly, to the effect that the real test in all cases is whether the plaintiff could, by ordinary care, have avoided the damage. If he could, and has not done so, he is the author of his own wrong, and it is immaterial that the defendant was also negligent. It is important, however, to remember the reason and foundation of the rule, because it has been extended occasionally to cases which are now usually thought beyond what the reason justifies. We refer especially to the case of *Thorogood* v. *Bryan*, 8 C. B. 115. There it was held that a passenger in a public vehicle was not entitled to recover damages for injuries caused by a collision with another carriage, in an action against the owner of that other carriage, when it appeared that both drivers had been guilty of negligence. Of course, if the driver of the carriage in which plaintiff was had been his servant, the negligence would have been, in law, that of the plaintiff; but in the case of a public vehicle this is not so. The case is therefore simply that of a person being injured by the tortuous acts of two others, and one of these ought not to be allowed to set up in his own defence the wrong of the other. If the negligence of the driver of the carriage in which the plaintiff was were such as to be the real and substantial cause of the accident, of course the case would be different. There the only persons properly liable would be the driver and his master. But if both drivers are in fault equally, or nearly so, so that either might be said to have caused the accident, there seems to us, in principle, no reason why they should not both or either be liable. In the recent case of *Hill* v. *The New River Company*; decided by the Court of Queen's Bench in Easter Term last, and noticed *suprâ*, 513, the effect of a rather curious state of facts was discussed. The plaintiff's horses were, by the negligence of the defendants, frightened into a dangerous excavation negligently made by a third person. It was held that the defendant was liable at all events, as his negligence was the *causa causans*. The possible liability of the third person was not directly considered, but we apprehend the Court would, if the point had come before them, probably have held that they were both liable. And in our opinion the result ought to be the same in the case of the two drivers, except, of course, where the plaintiff was the master of one of them. In a recent case in the Court of Admiralty, the judge has declined to follow *Thorogood* v. *Bryan*, and the case has also been doubted in other cases. It has also been held in the Court of Admiralty and by the Privy Council (the *Velasquez*, 36 L. J. Ad. 18) that for a collision, where the ship in fault was in charge of a pilot, not only the pilot may be liable, but also the owners of the ship if the crew are in fault as well as the pilot.

Some little doubt has been suggested by the case of *Lynch* v. *Nurdin*, 1 Q. B. 37, as to whether the doctrine of contributory negligence applies where the sufferer is an infant (see 11 Sol. Jour. 1041, and *supra*, 177). There ought not, however, to be any doubt upon such a point, as the reason for the rule of contributory negligence really solves the question. Where the negligence

of the infant causes the accident, he cannot recover, although some one else may have been negligent also. But still there may be more liability in some cases where the accident happens to an infant than to an adult, because the duty may be larger. In many cases it would be properly held that a prudent man should take more care with respect to an infant than with respect to an adult, because it ought to be obvious to him at the time that the infant would have less power of protecting himself. Again, there is the case of the negligence of a fellow-servant contributing to the injury. This also depends, not upon the doctrine of contributory negligence, but upon what the duty existing between master and servant really is, as we shall see when we come to consider that case. In our future articles we shall, after noticing the cases in which one person may be liable for the negligence of another, consider what duty is imposed by the law under the various circumstances out of which actions for negligence commonly arise.

TRADES UNIONS IN CHANCERY.

That the Court of Chancery should have become the arena for one of the contests, unhappily so frequent of late, between masters and men, capital and labour, may have excited the surprise of many of our readers. Whatever may be thought in legal circles of the result of this contest, there can be no doubt that it was quite unexpected by the trades organisation, whose course of action led to the decision pronounced on the 31st of July last, by Vice-Chancellor Malins, in the case of the *Springhead Spinning Company* v. *Riley*, 16 W. R. 1138. It is now settled, subject to the opinion of a superior court, that a bill will lie to restrain workmen from acts of intimidation, where such acts are of such a nature as to injuriously affect the property of their employers.

The case arose thus:—A dispute having occurred upon a question of wages between the plaintiff company and some of their workmen, who were members of an association or union of persons engaged in various operations of cotton spinning, the workmen left their employment. This they had, beyond doubt, a perfect right to do. But to bring their employers to terms the association published certain placards and advertisements in the following words:—"Wanted, all well-wishers of the Operative Cotton Spinners', &c., Association, not to trouble or cause any annoyance to the Springhead Spinning Company, Lees, by knocking at the door of their office, until the dispute between them and their self-actor minders is finally terminated." The company filed a bill against the executive of the Trades Union, in which they alleged that these placards were part of a scheme of threats and intimidation,* and prayed an injunction against the publication of the placards, on the ground of the enormous damage which must accrue to themselves by being thereby prevented from obtaining workmen. The defendants demurred to the jurisdiction of the Court. Vice-Chancellor Malins overruled the demurrer. He observed that, the case coming on upon demurrer, the facts alleged by the bill, including the allegation as to intimidation, must be taken as admitted. He considered, however, that these placards had been published for purposes of intimidation, and was clear that the Court of Chancery had jurisdiction to restrain intimidation affecting the value of property.

It is settled, then, subject to an appeal, that a bill will lie under these circumstances, and that the plaintiffs are entitled to an answer. Into the merits of the case it would be premature to enter, nor is it our intention to do so, but merely to examine the principles of equity involved in the decision of the Court. Much has been said, and much more will hereafter be said, upon the decision, yet the stir which it has created is owing to external circumstances in no way affecting the intrinsic equities of the case. We are not among the number of those who think that the Court has taken a step in advance of its former jurisdiction, or that a new doctrine of equity has been promulgated. Had the defendants not been the executive of a trades' union, we doubt if the case would have been thought novel or have excited much interest. It was decided simply upon the well-known jurisdiction of the Court to protect property from irreparable damage. The reported cases show that the Court will do this, by whatever acts or persons the damage may be occasioned. Acts of intimidation, tending to interfere with the freedom of the subject, were held to be criminal by Baron Bramwell in *Reg.* v. *Drewitt* (the case of the tailors' pickets, last year). Now the Court of Chancery does not interfere with criminal acts. That is the business of the police. But where a criminal act will, if committed, lead to the destruction of property, the Court will interfere to restrain the commission of it. To take one case out of many, in *Emperor of Austria* v. *Day*, 9 W. R. 712, 3 D. F. J. 238, the Court interfered to protect the property of a foreign potentate against injury by the criminal act of forging bank-notes current in his realm. But the case which concludes the matter is *Lowndes* v. *Bettle*, 12 W. R. 399, where the defendant, under some notion of keeping up a right to bring ejectment for the plaintiff's property, entered and threatened to enter from time to time, to cut down trees and dig sods for the purpose. The defendant was restrained from doing so by Vice-Chancellor Kindersley. It was argued that it was a trespass only. The defendant was a trespasser, no doubt; but as he threatened to commit a series of trespasses, and do irreparable injury to the property of the plaintiff, the Court interfered. What is the ground of every injunction that is granted (with few exceptions) but damage present or prospective? Light and air cases, as the Vice-Chancellor remarked, are every-day illustrations of this principle. And if it be the rule to grant injunctions where the acts restrained are not offences *per se* or punishable at common law, why should this be the less the rule where the contrary is the case? The Court has no jurisdiction, it is true, directly to restrain acts forbidden as crimes (*Gee* v. *Pritchard*, 2 Swanst. 413), but where it can restrain a probable injury to property, it may indirectly restrain the commission of a crime where the doing of the injury would involve a criminal act.

We think, then, that in deciding the foregoing case the Court has not extended its jurisdiction, but has adapted it to a state of circumstances which until lately did not exist. The Court is ever ready, as Lord Cottenham said, to accommodate itself to the demands of the age. The Vice-Chancellor held that the Court of Chancery has jurisdiction to restrain prospective damage by trades' union intimidation of workmen to plaintiff's property, and that this jurisdiction is the same, even though the acts complained of be cognizable by the criminal courts as penal. No new principle is involved in this.

This being established, the question for the Court of Chancery to decide, upon a bill filed in this manner against a trades union or its executive will be:—Do the acts complained of go beyond what the defendants had a legitimate right to do; that is,—do they really amount to "intimidation"? For, inasmuch as the mere combination to work only for certain hours or for a certain wage is not illegal, it cannot be illegal for the executive officers of a society carrying out such a combination, to communicate to its members the resolution which has been come to in a particular case. Nor is it, as we conceive, illegal to give a general promulgation to the resolution, provided this be done not to intimidate the master, but to inform the workmen. In *Wood* v. *Bowron*, 15 W. R. 58, the secretary of a trades' union, in reply to a master's inquiry, why his men had been withdrawn, intimated that the members of the union had resolved not to work for him until he complied with certain demands; and the Court, con-

* This allegation was at least a neat and successful piece of pleading, in the face of which it would, we think, have been more judicious to have opposed the bill by plea, than by demurrer.

sidering that this secretary had merely answered the question without taking advantage of the opportunity to communicate a threat, acquitted him when indicted under section 3 of the 6 Geo. 4, c. 129. It might, perhaps, be contended that the publication of the resolution in a form which must necessarily bring it to the knowledge of the master,—by advertisement, for instance, would imply an addressing of it to him, and consequently a threat, but we need not now discuss such points as these, because these would be considerations for the Court as upon the local evidence of each case.

Intimidation as a criminal act, or intimidation as an act which the Court of Chancery would be justified in restraining, may be either intimidation of the master or intimidation of fellow-workmen. The notice complained of by the plaintiffs in this case certainly did not amount to the latter, unless the plaintiffs could, by other evidence, connect it with acts of "rattening" or kindred visitations. Whether it amounted to the former would at common law have been a question for the jury; at Chancery it was a question for the judge sitting as judge and jury.

THE LEGISLATION OF THE YEAR.

31 & 32 Victoriæ.

Cap. XVIII.—*An Act to give further time for making certain railways.*

This is a general Act, applying to all railway companies complying with the conditions stipulated for. It empowers companies to apply to the Board of Trade for an extension of the time limited by their Acts for the completion of their "railway or part of a railway, or of a work," or the purchase of land. The conditions are that the application be made "with the assent of three-fifths in value of the votes of the holders of shares (including stock) in the subscribed capital of the company, recorded at an extraordinary meeting held for that purpose." That is, three-fifths of the whole capital, not three-fifths of the shares represented at the meeting. Seven days' notice of the meeting is to be given, by circular (in a form contained in a schedule to the Act, containing a form of assent, which latter, however, appears to be optional merely) to each registered shareholder; in order to be able to vote, the shareholder must be registered, and must have paid all calls due by him made three months or upwards before the presentation to the directors of the requisition on which the meeting is to be held. The shareholders personally present at the meeting are to elect three scrutineers, who are to ascertain and record the "proportion" of capital held by the shareholders assenting, and report it to the chairman. The chairman will then announce their report, and state whether or no the assent has been given for the requisite proportion. The decision of the scrutineers or any two of them on any point to be decided by them under this Act, is final. It might have been supposed that the function of these scrutineers would have been merely to report the *amount* of capital held by assenting shareholders, leaving it to the chairman to ascertain the *ratio* it may bear to the total of subscribed capital in the company, and the phraseology of section 8 does not leave it quite clear that this is not the intention of the Act. If, however, this word "proportion" is to be taken in its mathematical sense, the scrutineers have to determine the *ratio* of the assenting capital to the total subscribed capital, and the chairman will have merely the carriage, in legal phrase, of the calculation whether or no this *ratio* is greater or less than the *ratio* of three to five. The doubt is not a very important one, but in a stormy meeting a factious opposition may sometimes catch at the merest shadow of a quibble. On the application of any one of the scrutineers, the chairman has it in his discretion to adjourn the meeting, for the purpose of receiving their report, for not more than seven days, nor less than one.

On the application being made to the Board of Trade, in pursuance of the above, the Board, if entertaining the application, is to cause it to be advertised in the *Gazette* and local newspapers, and on the church doors of "every parish in which any portion of the railway, part of a railway, works or lands, is situate, such notice stating how objections may be brought before the Board. As to these notices, a question may arise as to the area over which they should be extended, where a part of the railway has been completed, and the Board is asked for further time to complete the remainder. Completing such further part amounts, of course, to completing the whole, and the landholders along the whole line may be interested in the matter; but the words "part of a railway" and "work" seem to restrict the necessity for notices to the section actually uncompleted, unless the words "part of a railway" be referred to distinct branches or extensions. Satisfactory proof having been given to the Board, they are empowered in their discretion to grant, by warrant, under the hand of their secretary or one of their assistant secretaries, further time, upon such terms as they may think proper. But this extension of time is not to operate to extend the time as to the company's contracts for land purchase. And, by section 15, justices, arbitrators, umpires, and juries, in estimating compensation in respect of land, are to regard additional damage (if any) accruing by reason of such extension of time; but this section does not provide for any re-opening of the question of compensation where it may have been actually decided before the extension.

Cap. XXIV.—*An Act to provide for carrying out of capital punishment within prisons.*

In 1783 the scenes attendant on the progress of criminals from Newgate to Tyburn were acknowledged to be so demoralising that, against the protestations of the people residing round the Old Bailey, the executions of prisoners confined in Newgate were fixed to take place in front of that prison. Principally in consequence of the ghastly scenes enacted by the mob assembling in the Old Bailey to witness executions there, this Act has now been passed, requiring that all executions for murder shall take place within, in lieu of before, the gaol in which the convict was last confined. The execution, unseen by the outer world, but announced by the black flag and tolling bell will possess an awful solemnity it never had before, and the absence of the ghastly and demoralizing scenes in front of the gallows will rob the opponents of capital punishment of their best argument. The provisions of the Act are such that no suspicion can arise of an evasion of the sentence. The sheriff, gaoler, chaplain, and surgeon, and such other officers of the prison as the sheriff may require, are to attend, while the visiting justices may admit such other persons as they think proper, and any justice of the jurisdiction to which the prison belongs is entitled to be present. The surgeon will ascertain the fact of death, and sign a certificate, which he will deliver to the sheriff, and the sheriff, gaoler, and chaplain, and any other persons present whom the sheriff may require, will also sign a declaration of the fact. A copy of this certificate will be exhibited outside the principal entrances of the prison, and the coroner of the jurisdiction will, within twenty-four hours, hold an inquest on the body, ascertaining its identity as well as the fact of death. No officer of the prison, or prisoner confined therein, can be a juror at this inquest.

The Act, whether intentionally or not does not appear, is confined to executions for murder, although, as a correspondent this week points out, there are one or two other offences for which death may be inflicted. Perhaps in the case of high treason the exception was intentional.

Cap. XX.—*An Act to enable persons in Ireland to establish legitimacy, and the validity of marriages, and the right to be deemed natural-born subjects.*

Ireland has no Divorce Court. Whether that country is the better or the worse for the absence of such an

institution may be a matter of opinion ; but at any rate, Ireland shows no wish for such a court. There is one of the functions, however, discharged in this country by the Divorce Court, about the utility of which there can be little question, that, namely, by which the Court is enabled to decide for or against the legitimacy of any person applying for such a decision, or upon the validity of the marriage of his parents, or grand-parents, or upon the validity of the applicant's own marriage, or to declare him a natural-born subject. This jurisdiction was conferred upon the Divorce Court in England, by the Legitimacy Declaration Act, 1858, 21 & 22 Vict. c. 93. The effect of the present Act is to give a precisely similar jurisdiction to the Court of Probate in Ireland, whenever the applicant is domiciled in England or Ireland, or claims real or personal property in Ireland.

Cap. XXII.—*An Act to amend the law relating to places for holding petty sessions, and to lock-up houses for the temporary confinement of persons taken him into custody and not yet committed for trial.*

This Act is designed to effect an important economy in the exercise of the jurisdiction of magistrates sitting in petty sessions. The providing of places for holding courts of petty sessions has hitherto been regulated by the 12 & 13 Vict. c. 18, s. 2, which empowered the magistrates of a county or the council of a borough to provide a place for holding each court of petty sessions *within the petty sessional division*. Under this provision it is plain that the petty sessions of every division must have a separate place of meeting and a place within its own boundaries, and no two could economise by having a court-house for their common use in a place convenient for both. The present Act enables the local authorities of any two or more petty sessional divisions (the local authorities being the quarter sessions in counties and the council in boroughs) to provide a common place of meeting at their joint expense. It further enables any local authority to contract for the use of a sessions-house belonging to any adjoining local authority.

Similar provision is made for the joint use of lock-up houses for the confinement of prisoners.

In each case it is provided that the sessions-house or lock-up house shall be deemed to be within the jurisdiction of each court of petty sessions using it so as to give jurisdiction.

Useful sections also enact that the sanction of a Secretary of State shall be conclusive evidence of the legality of such an arrangement between the two local authorities, and that the publication of a notice of such arrangement in the *Gazette* shall be evidence of what is so announced.

RECENT DECISIONS.

EQUITY.

CAN A CHEQUE BE THE SUBJECT OF A DONATION MORTIS CAUSA ?

Hewitt v. *Kaye*, 16 W. R. 835.

The Master of the Rolls decided in this case, both on principle and on authority, that the delivery of a cheque, by way of gift, by a person about to die, is not sufficient *of itself* to make a valid donation *mortis causâ*. To make the gift good, the cheque must be cashed in the lifetime of the donor. The subject of donations *mortis causâ* is not one of much prominence in our law. It is one of great prominence in the civil law, and was a subject of much discussion among the jurists. The definition of a donation *mortis causâ*, as given in Inst. tit. 7, may be rendered thus : A donation *mortis causâ* is a gift which is made under the apprehension of death, as when a gift is made upon condition that if anything happen to the giver the recipient is to have it; but if the giver should survive, or change his mind, or the person to whom it has been given die before the giver, in that case the giver is to have it back again. Swinburne, who follows the civil law, says that there are three species of donations *mortis causâ*—(1) where a person not in present peril but under general considerations of mortality, makes a gift; (2) where a person, influenced by the apprehension, of immediate danger, makes a gift in such a way that the thing given vests directly in the recipient; (3) where a person in similar circumstances gives a gift in such a manner that the thing given is to be the recipient's only in the event of the giver's death; the third being the modern and popular definition of a donation *mortis causâ*. Being a gift, the thing given must be something which passes by delivery, whether actual or constructive.

In *Ward* v. *Turner*, 2 Ves. Sen. 431, Lord Hardwicke held that actual delivery was necessary to vest the property if it be capable of delivery.* If not so, then there must be a delivery of something which is equivalent to it in law. There it was contended that the gift of receipts for South Sea Stock amounted to a donation *mortis causâ* of the stock ; Lord Hardwicke thought otherwise. The receipts for stock are no part of the title to it, and the delivery of them to another person of itself passes nothing. In fact Lord Hardwicke thought that stock could not be the subject of a donation *mortis causâ*, unless a transfer were executed, or something took place amounting in equity to a transfer of the stock between donor and donee.

The case of *Snelgrove* v. *Bailey*, 3 Atk. 214, was decided upon another principle. There it was held that the delivery of a bond was a good donation *mortis causâ*. The Court allowed that the debt secured by the bond was a *chose in action*, and that the right to reduce it into possession did not actually pass by the delivery of the bond, but said that the property in the piece of parchment vested in the donee, who might burn, cancel, or destroy it as he pleased, so as to deprive the obligee of the power to sue on it, because no one could sue on a bond without a *profert*, and that in a qualified sense a property in the debt, which would not, but for the bond, be a specialty debt, passed by delivery to the donee, and was enough to sustain the gift of it as a donation *mortis causâ*. This case, it is true, was not followed by Sir John Leach in *Duffield* v. *Elwes*, 1 Sim. & Stu. 243; but his Honour's decision was reversed by the House of Lords on appeal, 1 Bli. N. S. 497, where Lord Eldon pointed out the true reason of the decision; the question being not what the donor could be compelled to do, as *inter vivos*, but what the donee could call upon the representatives, real or personal, of the donor to do in order to carry into effect the intention of the donor. We may, therefore, consider it as established by the highest authority, that the delivery of a bond or a mortgage-deed may create a valid donation *mortis causâ* of the money secured by such bond or mortgage. *Gardner* v. *Parker*, 3 Mad. 184, is an authority for the donee using the executor's name to recover the debt so secured.

We come now to the proper subject of this note, the inquiry whether a cheque may be the subject of a valid donation *mortis causâ*. In *Tate* v. *Hilbert*, 2 Ves. Jur. 111, an early case on this subject, the Court held that the gift by a dying person of a cheque and promissory note was neither a donation *mortis causâ* nor an appointment or disposition in the nature of it. The gift was an absolute gift to take effect immediately: by the accident of the donor's death before the money was paid, it was gone. The cheque was nothing but an order to deliver a sum of money, and if the delivery does not take place in the lifetime of the donor, there is no gift at all To make a donation *mortis causâ* there must be a delivery of something, either of the thing itself, or of the instrument securing it. In the case of the bonds and mortgages, for instance, these were instruments upon which the donee might sue in the executor's name. Thus in *Veal* v. *Veal*, 27 Beav. 303, the gift of promis-

* We do not, however, conceive that *manual* delivery is necessary, *vide sup.* 374.

sory notes payable to order, and in *Rankin* v. *Weguelin*, 27 Beav. 309, the gift of bills of exchange, were held valid. So in *Moore* v. *Darton*, 4 De G. & Sm. 517, the gift by a dying person to another, of a receipt for money deposited at interest in the hands of a third party was held to be a valid donation *mortis causâ*. So in the late case of *Amis* v. *Witt*, 33 Beav. 619, Lord Romilly held, in conformity with the decision of the Court of Queen's Bench in *Witt* v. *Amis*, 1 B. & S. 109, that a policy of life assurance and a banker's deposit note were proper objects of such a gift.

In *Drury* v. *Smith*, 1 P. W. 404, the gift of a "specie bill" was held a good donation *mortis causâ*, being, we presume, analagous to a promissory note payable at sight, rather than a draft or cheque on a banker.

In *Boutts* v. *Ellis*, 1 W. R. 400, 4 D. M. & G. 249, the Lords Justices, it is true, held, affirming the decision of Lord Romilly, 1 W. R. 297, 17 Beav. 121, that the gift oi a cheque for £1,000 to his wife by a donor *in extremis* was a valid donation *mortis causâ*. But the case, if attentively considered, seems not to impeach the general principle that there must be an actual or constructive delivery of the subject of the gift. The donor gave the cheque, as for his wife's use, to Billiter; Billiter cashed it, and gave to the donor in exchange a post-dated unstamped cheque of his own for a similar amount. This was worthless *quâ* cheque, but amounted to an admission on Billiter's part that he held the £1,000, not on his own account, but for the use of the donor's wife. Accordingly, after the donor's death Billiter gave £1,000 to the person who asked for it on behalf of the widow, and the Court held that the gift had been perfected in the donor's lifetime by the delivery of the cheque to Billiter, and Billiter's cashing it as agent of the wife.

The case of *Lawson* v. *Lawson*, 1 P. W. 441, was also decided on special grounds. The donor, when on his death-bed, drew a bill upon a goldsmith, or, in modern language, drew a cheque on his banker, and gave it, with a purse of gold, to his wife. The bill was not cashed in the donor's lifetime. Sir Joseph Jekyll, M.R., inclined to treat the bill as a mere authority to pay the money which determined by the donor's death, but, after reserving judgment, held that the bill operated as an appointment of the sum for which it was drawn, and amounted to a direction to his executor that the sum should be appropriated to a specific purpose. The donor had written on the back of the bill that the sum was given by him for mourning for his wife and children, and added directions as to his children's dress. No doubt this was what induced the Court to treat it as an authority coupled with an interest, though in that case it is hard to see why it was not proved as a testamentary paper. This case, therefore, must not be regarded as impeaching the general rule that the delivery of a cheque does not operate as a donation *mortis causâ*, unless the cheque be cashed in the donor's lifetime, and, if it be so cashed, unless the element essential to a donation *mortis causâ* be present, namely, that the donor is to have the money back again if he recovers, it will be viewed as a gift *inter vivos*, and not as a donation *mortis causâ*.

COMMON LAW.

Companies Act, 1862—Forged Transfer of Shares—Certificate—Liability of Company.

In re The Bahia, &c., Railway Company v. *Trittin and Others*, Q.B., 16 W. R. 862.

Section 25 of the Companies Act, 1862, requires, under a penalty, that any company registered under that Act shall keep a register of all its members, containing a list of the names and addresses of the members, and the dates at which they became or ceased to be members. Section 31 makes any certificate specifying any shares or stock held by any member of the company *primâ facie* evidence of the title of the member to the shares or stock therein specified. This case of *The Bahia, &c. Railway Company* decides that where a company issues a certificate specifying certain shares as belonging to a particular person, the company is not allowed afterwards to deny as against a purchaser who, upon the faith of such certificate, has bought the shares therein specified from the person therein mentioned; that such person is the true owner of such shares, and it makes no difference that such certificate is in fact not correct, and was given by the company without any negligence by a mistake caused by the fraud of a person not in any way connected with them. If the person who has bought shares on the faith of a certificate is afterwards obliged to give them up to their true owner, he may recover as damages from the company the market value of the shares at the time he was deprived of them.

In this case T., the owner of five shares in the Bahia Company, left them with an agent who was to keep them and was to draw and remit to her the dividends as they became due. These shares were subsequently transferred by a forged transfer to A. and B., who were in the ordinary course of business registered as owners of these shares, and received certificates specifying that they were the registered holders thereof. A. and B. sold these shares to C. and D. in the usual way, and C. and D. were then registered as the owners. T., under section 35 of the Companies Act, 1862, subsequently had her name restored to the register of shareholders as the owner of the shares which she had in fact never dealt with in anyway. C. and D. were therefore deprived of these shares altogether. All these transactions took place in the ordinary course of business, and there was no fraud or negligence on the part of the company nor on the part of A. and B., or C. and D., or T.

The question was whether C. and D. could recover damages from the company for loss of their shares. They argued that as the company had given a certificate stating that A. and B. were the owners of the shares, the company could not now say that A. and B. were not the owners, and that the company ought, therefore, to recompense C. and D. for the loss they had sustained. The Court decided in favour of this view, on the ground that the company were estopped under the principle of *Pickard* v. *Sears* (6 Ad. & Ell. 469), and *Freeman* v. *Cooke* (2 Ex. 654), from disputing the truth of the statements in their certificate. Cockburn, C.J., says, "The certificate in fact amounts to a declaration that the person to whom it is given is the registered shareholder of certain shares, and it is given for the purpose of enabling the recipient to satisfy a purchaser that he is the holder of those shares." The other judges gave judgments to the same effect, and they all agreed that the measure of damages was the value of the shares at the time of the removal of the names of C. and D. from the register.

This case is of great importance to all companies and members of companies. It is the first case in which the legal effect of these certificates as an admission by a company has been judicially considered, and it applies to them for the first time the doctrine of *estoppel in pais*.

REVIEW.

The American Law Review. July, 1868. Boston: Little, Brown, & Co.

The current number of the *American Law Review* contains—besides its customary summary of events and digests of reports, &c., several interesting details, among which we may name, as worthy of perusal, one on Navigable Rivers and one on the Liability of Telegraph Companies.

The first of these articles gives an interesting history of the application to the vast rivers and lakes of North America of the English common-law rules as to the navigability of rivers.

The article on the Liability of Telegraph Companies is especially interesting, as containing the principal of the American decisions on the subject, the English decisions on the matter being remarkably few. Our own telegraphs are, it appears, to be handed over to the State, and it will be a question whether some provision

should not be made for a compensation remedy in case of default in the transmission of messages, in which case it will be material to consider what was the liability of the companies before the transfer. The Summary of Events in the present number of the *American Law Review* contains the conclusion of the diary of the impeachment of President Johnson.

COURTS.

COUNTY COURTS.

LUTTERWORTH.

(Before Serjeant MILLER, Judge.)

Aug. 14.—*Rector and Churchwardens of Wilby* v. *Elkins.*

Action to recover a promised charitable subscription.

The plaintiff's case was that at a vestry meeting at which the defendant, who was a Dissenter, was present, resolutions were passed in favour of building a school, and a subscription list begun, headed by the rector and churchwardens, to which the defendant added his own name, writing opposite to it, £7. On the faith of these subscriptions the school was built, under the direction of the rector and churchwardens.

The defendant's case was that it had been understood that the school was to be free and unsectarian, whereas the deed of conveyance provided that the school should be conducted strictly in union with the Church of England, the teaching being in accordance with her doctrines.

In reply to this the plaintiffs alleged that the only stipulation made by the defendant at the meeting was that the school should be open to all children irrespective of the parents' creed, and that the rector had stated that the teaching of the church catechism and church doctrines would not be enforced where the children were of Dissenting parents. The plaintiffs also contended that the defendant must have known that a school vested in the rector and churchwardens could be conducted only on the principles of the Established Church.

Certain rules referred to in the subscription list were not produced.

Mr. Owston for the plaintiffs.

Mr. Haxby for the defendant.

Serjeant MILLER said it was a pity the rules referred to in the subscription list had not been found. In their absence, and in the conflict of evidence as to what actually did take place, and bearing in mind that the plaintiffs were bound to make out the affirmative, he could only come to the conclusion that the defendant's promise was coupled with a condition that the schools were to be entirely free. The deed produced showed the contrary, and therefore he must nonsuit the plaintiffs.

APPOINTMENTS.

MR. J. BACON, Q.C., of the Chancery Bar, has been appointed to succeed the late Serjeant Goulburn as a Commissioner in Bankruptcy. Mr. Bacon's legal knowledge and experience of the law will render him a very efficient bankruptcy judge, and his universally acknowledged kindliness and courtesy will ensure his being a popular one.

JOHN RICHARD QUAIN, Esq., Q.C., to be her Majesty's Attorney-General of the County Palatine of Durham, vacant by the death of Stephen Temple, Esq.

MR. ROBERT KEATE ALVES ELLIS, solicitor, of Sunderland, has been appointed Registrar of the Sunderland County Court, in the room of Mr. J. E. Marshall, solicitor, of Durham, deceased. Mr. Ellis was certificated in Hilary Term, 1862.

MR. ARTHUR BAILEY, solicitor, of Bolton-le-Moors, Lancashire (firm, Briggs & Bailey) has been appointed Joint Clerk (with Mr. Briggs) to the magistrates of that borough, in the room of Mr. Edmund Langshaw, deceased. Mr. Bailey was certificated in Hilary Term, 1854. Since 1863 he has held a commission as major in the 27th Lancashire (Bolton) Rifle Volunteers.

Mr. JOSEPH BROWN, Clerk to the Justices of Richmond, Yorkshire, has resigned that office, which he has served for the last thirteen years. Mr. Brown is about to join Mr. John Ponsonby, solicitor, of Oldham, in business.

Mr. JOHN MILLER, of Bristol, solicitor, has been appointed a Commissioner for taking affidavits, &c., in England, in the Supreme Court of the colony of Victoria, Australia.

Mr. BENJAMIN THACKER, of Cheadle, Stafford, has been appointed a Commissioner to administer oaths in Chancery.

Mr. HENRY LEIGH PEMBERTON, of 20, Whitehall-place, has been appointed a Perpetual Commissioner for taking the acknowledgments of deeds by married women in and for the county of Middlesex, also in and for the city and liberties of Westminster, and the city of London.

GENERAL CORRESPONDENCE.

WHAT OFFENCES ARE PUNISHABLE WITH DEATH?

Sir,—I should not have thought it necessary to draw attention to this subject but for the fact that in the commencement of the report of the Commissioners to enquire into Capital Punishment, made some time since, it was broadly stated that two offences only, treason and murder, were by the law of England punishable with death.

A similar statement is now made in some text-books, and always in the published answers to the law examination questions.

Two other offences are by our law capital, viz., piracy accompanied by stabbing, &c., and the setting fire to her Majesty's ships or stores,—the first by 7 Will. 4, and 1 Vict. c. 88, s. 2; and the second by 12 Geo. 3, c. 24, s. 1.

I was reminded of the commissioners' want of research by observing that the recent statute relating to the infliction of capital punishment refers, by accident or design, in prisons only to the crime of murder.

Can the Legislature, as well as the commissioners, be taxed with want of care? J. A.

[It is nothing new for the Legislature to make new laws without sufficiently comprehending the old.—Ed. S. J.]

FOREIGN TRIBUNALS & JURISPRUDENCE.

AMERICA.

UNITED STATES CIRCUIT COURT, SOUTHERN DISTRICT OF NEW YORK.

Hopkins v. *Westcott.*

A person receiving a printed notice on his ticket or check at the time of delivering his goods to a carrier is to be charged with actual knowledge of the contents of the printed notice.

Where such a notice stated that the carrier would not be responsible "for merchandise or jewellery contained in baggage, received upon baggage checks, nor for loss by fire, nor for an amount exceeding 100 dols. upon any article, unless specially agreed for," &c., the words "any article" mean any separate article, not a trunk with its contents. The language bears that construction, and must be taken strictly against the carrier.

Therefore, a traveller who gave a single trunk to a carrier and received such a notice, was allowed to recover the value of separate articles in the trunk amounting to 700 dols.

Baggage includes such articles as are usually carried by travellers. Books and even manuscripts may be baggage, according to the circumstances and the business of the traveller.

In this case a student going to college was allowed to recover the value of manuscripts which were necessary to the prosecution of his studies.

This was an action against an express company for loss of baggage. The following facts were agreed upon:—

The defendants are carriers of baggage in the city of New York. The plaintiff delivered to the defendants a railroad baggage-check to enable them to obtain his trunk at the depot, and deliver the same at his residence in the city, no rate of compensation being named.

The defendants obtained the trunk, but lost it.

Upon the delivery of the check to the defendants, they delivered to the plaintiff a paper upon which the number of the check was indorsed, and which contained also the following printed matter: "The Westcott Express Company will not become liable for merchandise or jewellery contained in baggage received upon baggage checks, nor for loss by fire, nor for an amount exceeding 100 dols., upon any article, unless specially agreed for in writing on this check-receipt, and the extra risk paid therefor . . . And the owner hereby agrees that the Westcott Express Company

shall be liable only as above." This printed matter, however the plaintiff did not read at the time it was delivered to him, nor till after the notice from the defendants that his trunk was lost.

The general custom of express companies is to charge forty cents for every trunk, and twenty-five cents in addition for every 100 dols. of value beyond 100 dols. Plaintiff was ignorant of this custom.

The plaintiff was a student at Columbia College, and was proceeding to New York for the purpose of prosecuting his studies at that institution; and certain manuscript books which formed part of the contents of his trunk were necessary to the prosecution of his studies.

SHIPMAN, J.—It has been remarked by a learned and accurate writer, "that a common carrier may qualify his liability, by a general notice to all who may employ him, of any reasonable requisition to be observed on their part in regard to the manner of entry and delivery of parcels, and the information to be given him of their contents, the rates of freight, and the like; as, for example, that he will not be liable for goods above the value of a certain sum, unless they are entered as such and paid for accordingly:" (2 Greenleaf's Ev. s. 215.) But in the case now before the Court, the defence does not rest upon a general notice, constructive knowledge of which the plaintiff is to be charged with by proof that it was generally and widely promulgated. It rests on a special printed notice, put into the hands of the plaintiff at the time he delivered his check to the defendants. It can make no difference that the plaintiff did not choose to read it until after he had notice that his trunk was lost. He received it at the time he parted with his check; it was legibly printed, and he must be charged with actual notice of its contents. By its terms it qualified the duty or liability of the defendants, and limited their responsibility in case of loss to an amount not exceeding 100 dols for any article, unless the plaintiff should disclose such articles, and have the fact indorsed on the paper, as well as pay for the extra risk. It excluded all liability for merchandise and jewellery. Though, as will be seen in the sequel, this point is of no practical importance in this suit, in view of the construction which I shall give this notice, yet I am unwilling to leave it to be inferred that I entertain any doubt of the power of the carrier to qualify his responsibility by special notice actually given to the owner under circumstances like these. In *The Orange County Bank* v. *Brown* (9 Wend. 115), Judge Nelson, speaking for the Court, says of the carrier: "If he has given general notice that he will not be liable over a certain amount, unless the value is made known to him at the time of delivery, and a premium for insurance is paid, such notice, if brought home to the knowledge of the owner (and Courts and juries are liberal in inferring such knowledge from the publication of the notice), is as effectual in qualifying the acceptance of the goods as a special agreement, and the owner must, at his peril, disclose the value and pay the premium." Here, in the case before us, we are not left to a general notice to be charged upon the plaintiff on the ground of its general publication, and which, though he had seen, he might have forgotten; but the notice was served upon him at the time he sought the services of the carrier. I can have no doubt therefore, that the plaintiff was bound by the notice, and that the carrier incurred no responsibility which his notice, properly construed, excluded. But here a more difficult question presents itself. The list of the contents of this trunk and the value of each article thereof are agreed to, and they amount in the aggregate to 744.10 dols. It was contended on the argument that the notice limited the liability of the carrier to 100 dols, unless a greater value was disclosed, and that, as no greater value was disclosed, judgment should be rendered for that sum only. But so far from giving this notice a liberal construction in favour of the carrier, I am inclined to construe it strictly against him. The rule which holds carriers to strict responsibility is founded upon high considerations of public policy and the security of the property of travellers. Every limitation of this responsibility should be expressed in each case in clear and unequivocal terms. Notices of this character should, therefore, be construed strictly against the carrier They are given to travellers of all ages and sexes, in the bustle of rapid transit from one place to another in crowded vehicles and depots, and they should be free from all doubt or ambiguity, so that their contents should be clearly apprehended at a glance. Now, some portions of the defendants' notice in this case are clear and explicit. It declares that they will not be liable for merchandise or jewellery contained in baggage received upon baggage-checks. No matter what their value, they do not choose to engage in the transportation of such articles as baggage. They further give notice that they will not be liable for losses by fire. Where there is no question of gross or wilful neglect, or recklessness, or malfeasance, or misfeasance, these restrictions being plainly expressed and communicated to the owner at the time of the engagement, without doubt are binding upon him. But after designating merchandise and jewellery, and exempting them, as well as losses by fire, the notice adds: "Nor for an amount exceeding 100 dols. upon any article unless specially agreed for in writing on this check-receipt, and the extra risk paid thereon." The question arises, whether the term "any article" here refers to a trunk or piece of baggage and its entire contents in gross; or whether it is to be confined to each separate article contained therein. In other words, does it limit the liability of the carrier for the loss of a trunk and its contents, or does it leave him liable for each article contained in the trunk, according to its value, not exceeding 100 dols. for any single item? The terms "merchandise" and "jewellery" refer expressly to articles "contained in baggage received upon baggage-checks"—that is, to the contents of trunks and packages, and excludes liability upon the articles specified. When limiting the liability to 100 dols. upon any one other article, I think it should be held also to refer to the separate contents of the trunks or packages, and not to the whole in gross. This strict construction is in harmony with the policy of the law, and essential to the protection of the community in view of the constant devices of carriers to escape the responsibilities of their calling, while their eagerness to obtain their patronage of the public remains unabated. Now I can well conceive that they are unwilling to take the risk of carrying expensive articles of dress, such as costly furs, shawls, and other valuable paraphernalia of an extravagant modern wardrobe, a single item of which is often valued at many hundreds of dollars, without notice of value and pay for the risk. But it may well be doubted whether they intend by such notices as the one under consideration to apprise the owner that they decline all responsibility beyond 100 dols. on each trunk and its contents, unless a special contract is made. A good trunk is worth half that sum, and often more, and the value of an ordinary traveller's trunk and necessary contents would usually exceed that sum But whatever be the intentions of carriers, they must be so expressed as to leave no room for doubt as to their meaning, or they cannot be permitted to qualify their liability as fixed by the general rules of law applicable to their calling. As was remarked by Best, C. J., in *Brooke* v. *Pickwick*, 4 Bing. 218, "If coach proprietors wish honestly to limit their responsibility, they ought to announce their terms to every individual who applies to their office, and at the same time to place in his hands a printed paper specifying the *precise extent* of their engagement." And certainly where they make no oral communication, but merely thrust into the hand of the traveller a small printed ticket, the notice which that contains should be explicit, and leave nothing to be made out by construction. Where there is any doubt as to its meaning, it should be construed strictly as against the carrier.

As to the general custom of express companies to charge extra for every package over 100 dols. in value, I do not think that has any bearing on this case. Even admitting that they could change their liabilities by a sweeping custom (which may well be doubted), no price was demanded or named in this case, and, therefore, the custom has no bearing upon the controversy. Among the contents of this trunk were five manuscript books, no one of which exceeded in value 100 dols., but the defendants insist that they are not liable at all for these, on the alleged ground that they cannot be properly termed baggage. In *Hawkins* v. *Hoffman*, 6 Hill, 589, Judge Bronson remarks: "An agreement to carry the ordinary baggage may well be implied from the usual course of business; but the implication cannot be extended a single step beyond such things as the traveller usually has with him as a part of his luggage. It is undoubtedly difficult to define with accuracy what shall be deemed baggage within the rule of the carrier's liability. I do not mean to say that the articles must be such as every man deems essential to his comfort, for some men carry nothing, or very little, with them when they travel, while others consult their convenience by carrying many things. Nor do I mean to say

that the rule is confined to wearing apparel, brushes, razor, writing apparatus, and the like, which most persons deem indispensable. If one has books for his instruction or amusement by the way, or carries his gun or fishing-tackle, they would undoubtedly fall within the term baggage, because they are usually carried as such. This, I think, a good test for determining what things fall within the rule." Now, it may safely be said that books constitute to some extent a part of the baggage of every intelligent traveller, and especially in this case with scholars, students, and members ot the learned professions. There is no reason why they should not be under the protection of the law as against the negligence of carriers as well as any other portions of their luggage.

But, it is said that no case can be shown where the carrier has been held liable for manuscripts. No such case has been cited, and, in my researches, I have found none. But I see no reason for adopting a rule by which they should be excluded under all circumstances from the list of articles termed baggage. With the lawyer going to a distant place to attend court, with the author proceeding to his publishers, with the lecturer travelling to the place where his engagement is to be fulfilled, manuscripts often form, though a small, yet indispensable, part of his baggage. They are carried as such, in his trunk or portmanteau, among his other necessary effects. They are indispensable to the object of his journey, and as they are carried with his baggage in accordance with universal custom, I see no reason why they should not be deemed as necessary a part of his luggage as his novel or fishing-tackle. In the present case the manuscript books lost are admitted to be necessary articles for the student at the institution to which he was proceeding. They must, under all the circumstances, be deemed a part of his baggage, for which the defendants are liable. There was one article of jewellery in the list for which, of course, they are not responsible, as all jewellery was excepted by specific designation. This, however, will make no difference with the amount of the judgment, as by the stipulation of the parties it is not to exceed 700 dols., the sum demanded in the declaration, and the aggregate of the agreed value of the list is 744.10 dols. Let judgment be entered for the plaintiff for 700dols. with costs.—*American Law Register.*

OBITUARY.

MR. J. W. F. SIDDALL.

The death of Mr. James William Frederick Siddall, of the firm of Jessop & Siddall, Solicitors, Waltham Abbey, took place on the 10th August last. Mr. Siddall, who was certificated in Michaelmas Term, 1859, held the office of Registrar of the County Court at Waltham Abbey, and was also vestry clerk of the parish. He was generally appointed solicitor by the Board of Health in all difficult cases, and took an active part in the parochial affairs of the district. In May, 1865, he was appointed lieutenant in the 22nd Essex (Waltham Abbey) rifle volunteers.

MR. J. E. MARSHALL.

Mr. John Edwin Marshall, Solicitor, of Durham, died in that city on the 18th August last, after a protracted illness, at the age of fifty-eight years. The deceased gentleman, who was born in 1810, was the son of Mr. Henry Marshall, also a solicitor of Durham. He was certificated in Trinity Term, 1839, and was for many years in partnership with his father. On the formation of the county courts, Mr. Marshall was appointed a registrar of the whole Durham circuit; and on the district being divided, about twelve years ago, he had the choice of the Durham and Sunderland divisions, and selected the latter. On the passing of the Municipal Reform Act, Mr. Marshall was chosen councillor of the north ward of his native city, which he represented till 1847, when he became an alderman; but after serving in that capacity for six years, he retired from the town council. During his illness the duties of registrar were discharged by the nephew of the deceased, Mr. William Marshall, Solicitor, of West Hartlepool.

SIR CULLING EARDLEY, BART.—The life interest of this gentleman in the Borough Fen estates in Lincolnshire and Northamptonshire was sold by auction, in London, last week, by Messrs. Rushworth, Abbott, & Co., and realised (subject to heavy mortgages) the sum of £9,200.

LAW REPORTING.

A barrister writes as follows to the *Times*:—Sir,—I desire, with your permission, to make a few remarks with reference to an article which appeared in your columns on Monday last, passing in review the position and prospects of the *Law Reports*. I do not wish in any degree to dispute the statements therein contained, or to object to the tone or language employed; but I wish to supplement what you have said by some facts which must be clearly understood before a just appreciation of the present condition of law reporting can be reached.

At the close of the year 1865 the cases in the several courts of law and equity were reported in volumes published through the trade by various gentlemen of the Bar, each court being generally attended by two gentlemen, and the volumes being generally entitled and known by their names. These volumes did not appear at stated intervals, but just as the supply of matter or the industry of the authors could bring them to light. As the effect was to create a separate set of reports for every court, the cost to the profession was very heavy, and the delays in reporting were notoriously great. This system had existed in some form or other from the earliest dates, and its defects had called into being certain periodical publications which sought to satisfy the wants of the profession by more rapid and cheaper reports. Chief among these publications were the *Law Journal Reports*, which were put forth for the first time nearly half a century ago, and which have been published on the first day, I believe, of every month since 1822. At subsequent dates other reports, published weekly, appeared, such as the *Jurist*, the *Law Times*, and the *Weekly Reporter*, the authority of which rested almost entirely upon the names of the gentlemen by whom the reports were furnished. This was exactly the kind of authority enjoyed by the old regular reports, with the addition, as your article puts it, of a "faint, intermittent, and vague supervision by the bench" of judges, who "accepting the name excercised few, if any, of the rights of patrons in respect of them." This, too, is the same kind of authority which is enjoyed by the *Law Reports*, to which must be added, as your article puts it, that "the new system is provided with machinery for supervision and the old was not." This machinery of supervision is supplied by the Council through the means of two gentlemen whom it has appointed as its editors, and is doubtless most valuable. But this kind of authority and this kind of supervision are not confined exclusively to the *Law Reports*, and it is to correct an inference to that effect, which might be fairly drawn from your article, that I wish to call your attention to the other publications above referred to, most of which are still extant, and in the case of one of them at least, and that the oldest established of them all—namely, the *Law Journal Reports*, the authority which is furnished by the names of the reporters, and the advantage which is afforded by the supervision of no less than three editors, exist as distinctly as they do in the case of the *Law Reports*. Indeed, it is the fact that the scheme of the "Council of Law Reporting," with some extensions and modifications, is a mere copy of the scheme of the *Law Journal Reports;* and immediately on the promulgation of the scheme of the Council the latter publication was extended by the addition of weekly notes. The consequence is that in every Court of Common Law and Equity, in the House of Lords, in the Privy Council, Admiralty, Ecclesiastical, Probate and Matrimonial Courts, there are two sets of reports competing, it may be said, on equal terms without the smallest symptom of either ceasing from the contest; and, indeed, it would be the greatest misfortune that could happen to either, as well as to the profession, that the other should cease to exist, and thereby the stimulus to exertion be lost which fair competition alone creates. No one can venture to give a preference in intrinsic merit to either of the rivals. The lists of reporters on each publication and the names of their respective editors sufficiently show this. Apart, however, from the important question of intrinsic merit, the attitude of the Bench and the Bar is to be regarded. In practice every barrister arguing before a Court cites from the reports which he has in his own library, and the judges very wisely and justly listen for the most part without partiality to those publications which are cited before them; at the same time attempts made here and there by zealous friends of the *Law Reports* to attribute to that publication a character which it does not possess have been rebuked from time to time by more than one judge, and the view of one most distinguished judge upon the point is given in a

report of a case in the Court of Common Pleas, which appeared in the *Times* of the 14th of January, 1867. Counsel having cited a case as reported in the "authorised reports," "How authorized?" asked Mr. Justice Willes. "By the Council of the *Law Reports*," said the counsel. "I know of no such authority," said his lordship. "Every gentleman at the Bar is entitled to report a case, and have it cited as authority as reported by him." It appears, therefore, that merit is the true test of the position of any reports of judicial decisions, and there is no such thing known as any "authorised" edition, and I have ventured to submit these remarks to your notice, because from your absolute silence as to other reports an impression might be created in the public mind to the effect above-mentioned—namely, that no reports deserving the title other than the *Law Reports* existed. I think that what I have stated is calculated to show that any such idea is without foundation. I will not occupy your valuable space with any discussion as to the merits or demerits of a monopoly of law reporting. All that I say is that at present no such monopoly is in existence.

I am, Sir, your obedient servant,
Old-square, Lincoln's-inn, Aug. 28. A BARRISTER.

COURT PAPERS.

CHANCERY VACATION.

The Master of the Rolls will attend at the Rolls House on Friday, the 11th September, from eleven a.m. till three p.m.

JUDGES' CHAMBERS.

Yesterday Mr. Justice Hannen took his seat as "Long Vacation Judge," and disposed of numerous applications.

PUBLIC COMPANIES.

ENGLISH FUNDS AND RAILWAY STOCK.

LAST QUOTATION, Sept. 4, 1868.
[*From the Official List of the actual business transacted.*]

GOVERNMENT FUNDS.

3 per Cent. Consols, 94⅛	Annuities, April, '85
Ditto for Account, Oct. 8, 94⅛	Do. (Red Sea T.) Aug. 1908
3 per Cent. Reduced, 92⅝	Ex Bills, £1000, per Ct. 20 p m
New 3 per Cent., 92⅝	Ditto, £500, Do 20 p m
Do. 3½ per Cent., Jan. '94	Ditto, £100 & £200, 20 p m
Do. 2½ per Cent., Jan. '94	Bank of England Stock, 4 per Ct. (last half-year) 245
Do. 5 per Cent., Jan. '72	Ditto for Account,
Annuities, Jan. '80 —	

INDIAN GOVERNMENT SECURITIES.

India Stk., 10½ p Ct. Apr. '74, 215	Ind. Enf. Pr., 5 p C., Jan. '72 103
Ditto for Account	Ditto, 5½ per Cent., May, '79 110
Ditto 5 per Cent., July, '80 114½	Ditto Debentures, per Cent., April, '64 —
Ditto for Account, —	Do. Do., 5 per Cent., Aug. '73 105½
Ditto 4 per Cent., Oct. '88 105	Do. Bonds, 5 per Ct., £1000 25 p m
Ditto, ditto, Certificates, —	Ditto, ditto, under £1000, 25 p m
Ditto Enfaced Ppr., 4 per Cent. 91½	

RAILWAY STOCK.

Shares.	Railways.	Paid.	Closing Price
Stock	Bristol and Exeter	100	83
Stock	Caledonian	100	77
Stock	Glasgow and South-Western	100	96½
Stock	Great Eastern Ordinary Stock	100	38
Stock	Do., East Anglian Stock, No. 2	100	8½
Stock	Great Northern	100	107
Stock	Do., A Stock*	100	106½
Stock	Great Southern and Western of Ireland	100	97
Stock	Great Western—Original	100	50
Stock	Do., West Midland—Oxford	100	31
Stock	Do., do.—Newport	100	30
Stock	Lancashire and Yorkshire	100	127½
Stock	London, Brighton, and South Coast	100	52
Stock	London, Chatham, and Dover	100	19
Stock	London and North-Western	100	113
Stock	London and South-Western	100	89
Stock	Manchester, Sheffield, and Lincoln	100	43
Stock	Metropolitan	100	108
Stock	Midland	100	107
Stock	Do., Birmingham and Derby	100	76
Stock	North British	100	35
Stock	North London	100	120
10	Do., 1866		11⅛
Stock	North Staffordshire	100	57½
Stock	South Devon	100	46½
Stock	South-Eastern	100	75
Stock	Taff Vale	100	148

* A receives no dividend until 6 per cent. has been paid to B.

INSURANCE COMPANIES.

No. of shares	Dividend per annum	Names.	Shares.	Paid.	Price per share.
			£	£ s. d.	£ s. d.
5000	5 pc & bs	Clerical, Med. & Gen. Life	100	10 0 0	20 10 0
4000	40 pc & bs	County	100	10 0 0	85 0 0
40000	5 pc & bs	Eagle	50	5 0 0	6 15 0
10000	7½ 2s 6d pc	Equity and Law	100	6 0 0	7 15 0
20000	7½ 2s 6d pc	English & Scot. Law Life	50	3 10 0	5 0 0
2700	5 per cent	Equitable Reversionary...	105	...	95 0 0
4600	5 per cent	Do. New	50	50 0 0	45 0 0
5000	5 & 3 p sh b	Gresham Life	20	5 0 0	
20000	5 per cent	Guardian	100	50 0 0	52 5 0
20000	...	Home & Col. Ass., Limtd.	50	5 0 0	1 0 0
7500	9½ per cent	Imperial Life	100	10 0 0	15 10 0
50000	6 per cent	Law Fire	100	2 10 0	3 10 0
10000	32½ pr cent	Law Lite	100	10 0 0	88 10 0
100000	10 per cent	Law Union	10	0 10 0	0 16 6
20000	5l 17s 6d pc	Legal & General Life ...	50	8 0 0	9 0 0
20000	5 per cent	London & Provincial Law	50	4 17 8	4 10 0
40000	10 pc & bs	North Brit. & Mercantile	50	6 5 0	16 15 0
2500	12½ & bns	Provident Life	100	10 0 0	38 0 0
689220	20 per cent	Royal Exchange... ...	Stock	All	300 0 0
—	6½ per cent	Sun Fire	...	All	170 0 0

MONEY MARKET AND CITY INTELLIGENCE.

The upward tendancy which exhibited itself towards the close of the week before last has not been maintained. The markets, however, have shown inactivity rather than decline. Foriegn securities are a trifle more in request than before, and railway investments, after some fluctuations in one or two of the principal descriptions, show a little more firmness.

RAILWAY ENGINES AND THE SMOKE NUISANCE.—The North-Eastern Company were defendants at Tadcaster on Monday against an information laid by a police-constable for having emitted smoke from one of their locomotive engines on the 12th ult., contrary to section 14, 8th and 9th of Victoria, cap. 20, which enacts that every locomotive steam-engine used on the railway shall be constructed on the smoke-consuming principle, and renders the company liable to a fine of £5 per day for using any engine not so constructed. On an undertaking to remedy the nuisance the case was dismissed on payment of costs. *Times.*

SUNDAY IN LEEDS.—On a recent Assize Sunday in Leeds Mr. Baron Bramwell and Mr. Justice Lush visited the Exhibition, and for several hours enjoyed an inspection of the splendid art works there collected. On the same Sunday Mr. Councillor Clapham gave a band performance of sacred music in the Leeds Royal Park, which was attended by many hundreds of the working classes, for which "offence" he was fined £5 and costs by the local magistrates. Mr. Clapham has issued a bill in which he says that he has, during the present summer, been compelled to pay £91 in fines (exclusive of costs), for giving performances of sacred music on Sundays.—*Leeds Daily Express.*

PATENTS.—In the year 1867 2,284 patents were passed, and 2,253 specifications were filed. 2,528 applications for letters patent lapsed or were forfeited by neglect to proceed for patents within the six months of protection; and 31 patents became void through neglect to file specifications. Of the patents upon which specifications are filed about 70 per cent. become void at the end of the third year by nonpayment of the £50 stamp duty; and at the end of the seventh year, by nonpayment of the further £100 stamp duty the number void is raised to 90 per cent., leaving only one-tenth of the original number in force. The fees received in the year 1867 (by stamps) amounted to £112,843. The fees paid to the Attorney-General and Solicitor-General and their clerks amounted to £11,115; and the salaries and expenses of the office, compensation annuities, printing, and other expenditure, with the payment of the revenue stamp duty of £20,820, left a surplus income for the year of £42,840. The Commissioners—the Lord Chancellor, Master of the Rolls, Attorney-General, and Solicitor-General—renew their representation of the need of a suitable building for the Patent-office. *Times.*

ESTATE EXCHANGE REPORT.

AT THE MART.

Aug. 27.—By Messrs. H. BROWN & T. A. ROBERTS.

Leasehold, 76a 3r 19p of marsh land, in the parish of East Guldeford, Sussex; term, 500 years unexpired, at a peppercorn rent—Sold for £6,820.

Freehold ground rents of £80 per annum, arising from Nos. 134, 136, 138, and 140, St. Paul's-road, Canonbury—Sold for £1,685.

By Mr. SAFFELL.

Freehold estate, situate in the parish of Upchurch, Kent, comprising about 13¾ acres of land, with residence and buildings—Sold for £2,510.
Freehold, 4a 3r 2p of land, situate as above—Sold for £760.

BIRTHS, MARRIAGES, AND DEATHS.

BIRTHS.

HARDCASTLE—On Aug. 27, at Nether Hall, Bury St. Edmunds, the wife of Henry Hardcastle, Esq., Barrister-at-Law, of a son.
JONES—On Aug. 29, at Beddington, the wife of H. R. Mansel Jones, Esq., of a daughter.
STEELE—On Aug. 27, at 11, Ormonde-terrace, Regent's-park, the wife of R. Blake Steele, Esq., Barrister-at-Law, of the Inner Temple, of a daughter.

MARRIAGES.

BAYFORD—DEVERILL—On Aug. 27, at St. George's, Waterloo, Hants, Robert Augustus Bayford, Esq., Barrister-at-Law, of the Middle Temple, to Emily Jane, daughter of John Deverell, Esq., of Purbrook-park, Hants.
BRUCE—JACKSON—On Sept. 1, at St. Mary's, Guildford, Gainsford Bruce, Esq., Barrister-at-Law, to Martha Sophia, daughter of Frank Jackson, Esq., of Chertsey.
CHURTON—CHURTON—On Aug. 25, at the parish church, Whitchurch, Shropshire, W. H. Churton, Esq., Solicitor, Chester, to Emily, daughter of Mr. Wm. Parker Churton, Edgeley Bank, Whitchurch.
FINCH—KING—On Aug. 27, at St. Mary's-the-Less, Cambridge, G. B. Finch, Esq., Barrister-at-Law, to Margaret Elizabeth, daughter of the late Joshua King, Esq., LL.D.
HYDE—ARMSTRONG—On Aug. 29, at St. Peter's, Croydon, Edgar Hyde, Barrister-at-Law, to Margaret, daughter of the late Peter Armstrong.
MOTE—MAXTED—On Aug. 26, at St. John's, Margate, Richard Crofts Mote, Esq., Solicitor, of Warwick-court, Gray's-inn, to Mary Jane, daughter of Mr. Robert B. Maxted, of Margate.
MOTTERAM—COLBRANT—On Aug. 24, at Fontainebleau, James Mottram, Esq., Barrister-at-Law, of the Middle Temple, and Maney House, Sutton Coldfield, Warwickshire, to Therese Caroline Augusta, daughter of the late M. Auguste Colbrant, of Forest House, Fontainebleau, France.
PEACOCK—RUSK—On Aug. 27, at Fetter-lane Chapel, William Henry Peacock, Esq., of Furnival's-inn, to Elizabeth Sarah, daughter of John James Rusk, of 53, High Holborn.
SMALL—ST. JOHN—On Aug. 29, at St. Thomas's Church, Portman-square, Clement Smale, Esq., Solicitor, of 56, Adelaide-road, Haverstock-hill, and of Gloucester, to Sophie Trevor, daughter of the late Wm. St. John, Esq., of Torrie, Devon.
WELLS—ROWLANDS—At St. Peter's Church, Carmarthen, Charles Hugh Wells, Esq., to Nanno, daughter of James Rowlands, Esq., F.R.C.S., of Carmarthen.

DEATHS.

WARREN—On Aug. 29, at Heathside, Poole, Dorset, Eliza, wife of Samuel Warren, Q.C.

LONDON GAZETTES.

Winding-up of Joint Stock Companies.

FRIDAY, Aug. 28, 1868.

LIMITED IN CHANCERY.

Britannia Mills Flour and Bread Company, Birmingham (Limited and Reduced).—Petition for reducing the capital from £5 to £3 per share. Any person who claims to be a creditor, and who is not entered on the list, must, on or before Oct 1, send his name and address, and the particulars of his claim, to Sharpe & Co, Bedford-row, solicitors to the company.
London Jute Works (Limited).—Petition for winding up, presented Aug. 25, directed to be heard before Vice-Chancellor Malins, on the first petition day in November next. Marsden, Friday-st, Cheapside, solicitor for the petitioner.

UNLIMITED IN CHANCERY.

Commercial Bank of India.—The Master of the Rolls has, by an order dated Aug 5, appointed William Quilter, 3, Moorgate-street, to be official liquidator.

Creditors under Estates in Chancery.

Last Day of Proof.

FRIDAY, Aug. 28, 1868.

Stephens, Saml Josiah, Deeves Hall, Herts, Builder. Oct 17. Elgood v Stephens, V.C. Malins.

Creditors under 22 & 23 Vict. cap. 35.

Last Day of Claim.

FRIDAY, Aug. 28, 1868.

Alexander, Jane, Cambridge-ter, Cornwall-rd, Kensington, Spinster. Sept 10. Nisbet & Co, Lincoln's-inn-fields.
Bessozzi, John Baptista, Amwell-st, Clerkenwell, Gent. Oct 1. Randell, Gracechurch-st.
Best, Geo Chas, Milton, Southampton, Suttler. Sept 18. Edgcombe & Cole, Portsea.
Biss, Rebecca Ann, Duke-st, Lincoln's-inn-fields, Widow. Sept 20. Jenkins, Tavistok-st, Covent-garden.
Cape, Geo Augustus, sen, St Paul's-rd, Camden-town, Gent. Oct 1. Cape, Lpool.
Cheesbrough, Eliza, Lpool, Spinster. Nov 1. Hill, Lpool.
Collins, Rev Hy. Ramsden Bellhouse, Essex. Oct 9. Webb, Bellericay.
Daintry, Jane, North Rode, Chester, Widow. Oct 24. Cunliffe & Leaf, Manch.
Edmonds, Wm, St Thomas-st, Southwark, Licensed Victualler. Sept 20. Jenkins, Tavistock-st, Covent-garden.
Evans, Frances, Slough, Bucks. Sept 29. Marsden, Bedford-row.
Gotts, Jesse Roach, Slough House Farm, Essex, Farmer. Oct 12. Surridge & Hunt, Romford.
Kennion, Geo, Harrogate, York, Doctor. Oct 31. Whittakers & Woolbert, Lincoln's-inn-fields.
Luttrell, Hy Fownes, Dunster Castle, Somerset, Esq. Oct 31. Warden & Ponsford, Bardon.
Milton, Solomon, Bristol, Hatter. Sept 30. Parnel & Salt, Bristol.
Pearson, Eleanor, Gateshead, Durham, Widow. Oct 30. Hoyle & Co, Newcastle-upon-Tyne.
Powell, Mary Eliz, Mill-lane, Southwark, Spinster. Sept 28. Hopgood, King William-st.
Prince, Wm, Worcester, Glover. Oct 1. Corbet, Worcester.
Reeves, Jane Isabella, Hurdwick-pl, Harrington-sq, Widow. Oct 12. Fox, Chancery-lane.
Samson, Richd, Ludney Farm, Somerset, Yeoman. Oct 1. Clarke & Lukin, Chard.
Shepherd, John, Dean, Cumberland, Yeoman. Oct 19. Hayton & Simpson, Cockermouth.
Tully, Wm, Brighton, Sussex, Gent. Sept 14. Stuckley, Brighton.
Watkins, Harriet, Pentonville-rd, Clerkenwell, Widow. Sept 30. Stocken & Jupp, Leadenhall-st.
Williams, Jas, Tredunnock, Monmouth, Gent. Nov 18. White &, Sons.

TUESDAY, Sept 1, 1868.

Browne, Edmund, New Bond-st, Clothier. Dec 1. Hopwood & Sons, Chancery-lane.
Coleman, Thos, Idol-lane, Wine Merchant. Sept 22. Dolman, Jermyn-st, St James's-st.
Evans, John, Arbury, Warwick, Farmer. Oct 24. Dewes & Burgess, Warwickshire.
Fitzgerald, Maurice, Manch, Accountant, Oct 1. Fox, Manch.
Gullan, David, Petersburgh-pl, Bayswater, Esq. Dec 1. Cutler & Turner, Bedford-sq.
Harcourt, Anthony, Norwich, Coach Builder. Oct 1. Tillett & Co, Norwich.
Heritage, Maria Ann, Aylesbury, Buckingham, Widow. Oct 20. Watson & Son, Aylesbury.
Johnson, John, Bedale, York, Stonemason. Sept 21. Fryer, West Hartlepool.
Maynard, Hon Augusta Julia, Stoke-next-Guildford, Surrey. Oct 31. Capron & Co, Savile-pl, New Burlington-st.
Rudge, Edwd, jun, New-sq, Lincoln's-inn, Barrister. Nov 1. Rooks & Co, Eastcheap.
Shuter, Wm, Albert-st, Camden-town, Esq. Oct 15. Hussey, Gt Knight Rider-st, Doctors'-commons.
Shuter, Richd, Maidenhead, Berks, Esq. Oct 15. Hussey, Gt Knight Rider-st, Doctors'-commons.
Shuter, Richd, Sloane-st, Gent. Oct 15. Hussey, Gt Knight Rider-st, Doctors'-commons.
Stephenson, Ann, Norfolk, Norwich, Widow. Jan 1. Tullett & Co, Norwich.
Thornton, Harriott, Devonshire-pl, Wandsworth-rd, Widow. Oct 12. Thomas, St, James's-sq, Pall Mall.
Wandesforde, Hannah Haidee, Pwlheli, Carmarthen, Widow. Nov 1. Walters & Co, New-sq, Lincoln's-inn.
Weatherall, Wm, Chesterton, Cambridge, Carpenter. Oct 12. French, Cambridge.

Deeds registered pursuant to Bankruptcy Act, 1861.

FRIDAY, Aug. 28, 1868.

Abbey, Wm, Leyton-rd, Stratford, New Town, Oilman. Aug 15. Comp. Reg Aug 27.
Acomb, Jas, Lower Tooting, Licensed Victualler. Aug 11. Comp. Reg Aug 27.
Allen, Jas, Longton, Stafford, Leather Currier. July 31. Asst. Reg Aug 28.
Arter, Wm John, Ludlow, Salop, General Dealer. Aug 1. Comp. Reg Aug 26.
Band, Chas Downs, Manch, Grocer. Aug 22. Asst. Reg Aug 27.
Belasco, David, Cecil-st, Strand, out of business. Aug 19. Comp. Reg Aug 26.
Bennett, John, Birm, Mason. Aug 3. Asst. Reg Aug 25.
Berlinski, Hyam, Church-st, Bethnal-green, General Dealer. Aug 14. Comp. Reg Aug 27.
Birch, Chas, Halesowen, Worcester, Gent. Aug 7. Asst. Reg Aug 28.
Bolton, Saml Perry, Kniver Wire Mills, Worcester, Wire Manufacturer. Aug 20. Comp. Reg Aug 25.
Boughton, Wm, & Wm Hill, Painswick, Gloucester, Pin Manufacturers. Aug 24. Comp. Reg Aug 26.
Boutall, Thos, Vauxhall-bridge-rd, Tailor. Aug 22. Comp. Reg Aug 27.
Bowley, Wm, Gt Winchester-st-bldgs, Managing Director. Aug 4. Asst. Reg Aug 28.
Brewis, Jas Collins, Hartlepool, Durham, Grocer. Aug 27. Comp Reg Aug 28.
Bridle, Martin, Frome Selwood, Somerset, Wine Merchant. Aug 4. Asst. Reg Aug 26.
Burleigh, Wm, Tredegar-rd, Bow, Chemist. Aug 26. Comp. Reg Aug 28.
Bushell, Danl Hitchens, Southwark-st, Hop Merchant. Aug 10. Comp. Reg Aug 27.
Cartwright, John Ellis, Whitewell, Hertford, Grocer. July 31. Comp. Reg Aug 24.
Coley, Hy, Kinver, Stafford, Saddler. Aug 17. Comp. Reg Aug 27.
Cresswell, Joseph, Lpool, Grocer. Aug 20. Comp. Reg Aug 27.
Foden, Thos, Manch, Chemist. Aug 7. Comp. Reg Aug 27.
Foxley, Lucy Eliz, Birm, Grocer. July 29. Comp. Reg Aug 26.
Frauchet, Hy, Blantyre-st, King's-rd, Chelsea, Importer of Foreign Goods. Aug 17. Comp. Reg Aug 28.
Frappell, Richd Jas, Knowle, Somerset, Comm Agent. Aug 22. Comp. Reg Aug 26.
Gallienne, Abraham, Salisbury-lane, Bermondsey, Licensed Victualler. Aug 20. Comp. Reg Aug 27.
Garside, Joseph, Slaithwaite, York, Shopkeeper. Aug 1. Asst. Reg Aug 26.

Gibson, Wm, Wellington-sq, King's-rd, Chelsea, Merchant. Aug 24. Comp. Reg Aug 27.
Goldthorp, Caroline, Ashton-under-Lyne, Lancaster, Furniture Dealer. Aug 27. Comp. Reg Aug 28.
Grave, Geo Jas, Chelmsford, Essex, Draper. July 29. Asst. Reg Aug 25.
Hill, Wm Willmott, Salford, Lancaster, Paint Manufacturer. Aug 19. Comp. Reg Aug 28.
Hurley, Jas Ladbrook, Wanstead, Essex, Stationer. Aug 20. Asst. Reg Aug 26.
Inglis, Thos, Newcastle-upon-Tyne, Grocer. Aug 7. Asst. Reg Aug 27.
Jacot, Wm, Darnley-rd, Notting-hill, Merchant. July 31. Asst. Reg Aug 25.
Johnstone, Jas Inglis, Washington, Durham, Joiner. July 28. Comp. Reg Aug 25.
Jones, Wm Gerard, Brighton, Shipowner. Aug 22. Comp. Reg Aug 28.
Kragh, Jacob John, Garvestone, Norfolk, Grocer. Aug 3. Asst. Reg Aug 27.
Lane, Alfred, Hungerford, Berks, Dealer in Toys. Aug 27. Comp. Reg Aug 28.
Laverack, Joseph, Kingston-upon-Hull, Draper. July 30. Asst. Reg Aug 26.
Lord, Saml, Stockport, Chester, Joiner. Aug 5. Asst. Reg Aug 28.
McCabe, John, Euston-rd, Marble Mason. Aug 25. Comp. Reg Aug 27.
McCleary, Thos, Manch, Travelling Draper. Aug 12. Asst. Reg Aug 26.
Metcalfe, Arthur, Parliament-st, Westminster, Attorney. July 30. Asst. Reg Aug 27.
Mitchell, Eleanor Jane, Bishopwearmouth, Durham, Hosier. July 29. Asst. Reg Aug 25.
Mitchell, Eli, Oldham, Lancaster, Joiner. Aug 22. Asst. Reg Aug 28.
Morris, Mark, Haslett, Isle of Wight, Yeoman. Aug 8. Asst. Reg Aug 28.
Morton, Chas, Oxford-st, Licensed Victualler. July 30. Asst. Reg Aug 27.
Moulton, Harry Jas, Birm, Picture Frame Maker. Aug 13. Comp. Reg Aug 28.
Muir, Wm, Newcastle-upon-Tyne, Draper. Aug 15. Asst. Reg Aug 27.
Myers, John, Stanhope-st, Regent's-pk, General Merchant. Aug 22 Comp. Reg Aug 25.
Nicholson, Jas, Lpool, Baker. July 29. Comp. Reg Aug 25.
Pitt, Richd Denton, Staincliffe, York, Beer Retailer. July 1. Asst. Reg Aug 26.
Quin, Patrick, Newcastle-upon-Tyne, Innkeeper. Aug 12. Asst. Reg Aug 27.
Rees, John, Llangennedo, Carmarthen, Miller. Aug 14. Comp. Reg Aug 27.
Reid, David, Manch, Ironmonger. July 30. Comp. Reg Aug 27.
Rigg, Thos Morton, Sheerness, Kent, Printer. Aug 4. Asst. Reg Aug 26.
Rogers, Joseph, Bell-lane, Spitalfields, General Dealer. Aug 19. Comp. Reg Aug 27.
Sewell, Wm, Carlisle, Cutler. Aug 1. Comp. Reg Aug 26.
Smith, John, Tankersley, Yorkshire, Licensed Victualler. Aug 18. Comp. Reg Aug 27.
Speck, Jas, & Jennings Heigham, Leeds, Lucifer Match Manufacturers. Aug 14. Comp. Reg Aug 28.
Spicer, Jas Revell, & Hy Sidney Garcia, Leadenhall-st, Ship Brokers. Aug 19. Asst. Reg Aug 27.
Solomon, Barnet, Mile End-rd, Stepney, Cigar Dealer. Aug 15. Comp. Reg Aug 25.
Taylor, John, & Michael Alphonsus Murphy, Lpool, Merchants. July 31. Asst. Reg Aug 27.
Tennant, Geo, Union-st, Bond-st, Retailer of Beer. Aug 25. Comp. Reg Aug 26.
Thonger, John, Uxbridge, Harness Maker. Aug 17. Comp. Reg Aug 26.
Tyther, Thos Perrins, Alfred Thornton, & Tertius Lander, Birm, Factors. Aug 17. Asst. Reg Aug 27.
Watson, David, Manch, Merchant. July 31. Comp. Reg Aug 27.
Whiteford, Ann Avarillada, Brighton, Sussex, Widow. Aug 17. Asst. Reg Aug 27.
Wiggins, Wm, Macclesfield-st, City-rd, Lime Merchant. Aug 24. Comp. Reg Aug 28.
Williams, Chas, Goldcliff, Monmouth, Farmer. Aug 1. Comp. Reg Aug 26.
Willets, Saml, & Jas Hammond, Tipton, Stafford, Coalmasters. July 30. Comp. Reg Aug 26.
Wood, Harry, Fetter-lane, Holborn, Grocer. July 13. Comp. Reg Aug 27.
Woodfull, Sarah, Birm, Provision Dealer. July 31. Comp. Reg Aug 26.
Woodroffe, Edwin Lawther, New Radford, Nottingham, Baker. July 27. Comp. Reg Aug 24.

TUESDAY, Sept. 1, 1868.

Abbott, Geo Blizard, Clarence-villas, Bexley-heath, Clerk. Aug 3. Comp. Reg Aug 31.
Ballard, Evan, Maesteg, Glamorgan, Grocer. Aug 13. Comp. Reg Aug 29.
Battam, Septimus, Nightingale-rd, Wood-green, out of business Aug 21. Comp. Reg Aug 29.
Blackburn, Joseph Douthwaite, Middlesbrough, York, Confectioner. Aug 4. Asst. Reg Sept 1.
Boulton, Robt, Lpool, Leather Merchant. Aug 15. Comp. Reg Aug 31.
Brammall, Edwd, Salford, Lancaster, Baker. Aug 18. Comp. Reg Sept 1.
Brook, Wm, Leeds, Draper. Aug 7. Asst. Reg Aug 29.
Buck, Chas, Clerkenwell-green, Jeweller. Aug 3. Comp. Reg Aug 28.
Burt, Alfred, Moorgate-st, Actuary. Aug 27. Comp. Reg Aug 29.
Canning, Orlando, Plymouth, Devon, Ropemaker. Aug 17. Asst. Reg Sept 1.
Cheeseman, Chas John, Braintree, Essex, Manufacturer. Aug 27. Comp. Reg Aug 31.
Chenery, Hy, Islington, Grocer. Aug 21. Comp. Reg Aug 31.
Clark, Chas, Bath, Printer. Aug 3. Comp. Reg Aug 31.
Cooper, Fredk, & Joseph Mark Cooper, Wolverhampton, Stafford, Brass Founders. Aug 19. Asst. Reg Aug 29.
Corder, John, Colchester, Essex, Printer. Aug 15. Asst Reg Aug 29.
Deeming, Arthur, Coventry, Tailor. Aug 27. Comp. Reg Aug 31.
Edgley, Geo, Kidney-rd, Walworth, Carriage Builder. Aug 25. Comp. Reg Aug 28.
Edmunds, Saml, Bournemouth, Hants, Builder. Aug 26. Comp. Reg Sept 1.
Eglin, Wm Hy, Charrington-st, Oakley-sq, Somers Town, Clerk. Aug 24. Comp. Reg Aug 31.
Gibson, Chas Geo, Plymouth, Devon, Cork Merchant. Aug 14. Asst. Reg Aug 29.
Harrison, Wm Greaves, Market-pl, Upper Holloway, Assistant. Aug 14. Comp. Reg Sept 1.
Heath, Richd, Stockport, Chester, Cotton Spinner. Aug 27. Comp. Reg Aug 29.
Herron, Chas Wm, Lpool, Draper. Aug 17. Comp. Reg Aug 28.
Hibbert, Jas, Gt Bolton, Beerseller. Aug 11. Asst. Reg Aug 31.
Hopgood, Edwd, High Holborn, Printseller. Aug 20. Comp. Reg Aug 28.
Horton, Richd, North Shields, Northumberland, Ship Owner. Aug 3. Asst. Reg Aug 29.
Hunt, Richd Sturley, Sheffield, York, Draper. Aug 4. Comp. Reg Aug 31.
Jacobs, Montague, & Lionel Jacobs, Gt Prescott-st, Goodman's-fields, Cigar Manufacturers. Aug 17. Asst. Reg Aug 29.
Jeram, Joseph, & Thos Jeram, Landport, Southampton, Wheelwrights. Aug 28. Comp. Reg Aug 31.
Johnson, Wm, Westbourne-grove, Bayswater, Dealer in Photographs. Aug 25. Comp. Reg Aug 28.
Kellam, Geo, Tottenham-ct-rd, Builder. Aug 8. Comp. Reg Aug 29.
Larder, Wm Anderson, Louth, Lincoln, Bookseller. Aug 7. Asst. Reg Aug 29.
Lavington, Geo, Upper Thames-st, Granite Merchant. Aug 26. Comp. Reg Aug 29.
Lewis, Giles, Bristol, Comm Agent. Aug 22. Comp. Reg Sept 1.
Littler, Jas Schofield, Lawrence-lane, Cheapside, Wine Merchant. Aug 3. Comp. Reg Aug 29.
Longley, Saml John, Gt Dover-st, Borough, Builder. Aug 5. Comp. Reg Aug 31.
Loxton, Chas, Totterdown-ter, Somerset, Grocer. Aug 18. Comp. Reg Aug 31.
Lumb, Wm, Huddersfield, York, Waste Dealer. Aug 14. Comp. Reg Sept 1.
Moss, Benj Woolf, Portsea, Hants, Outfitter. Aug 26. Comp. Reg Sept 1.
Murton, David, Hall-st, Goswell-rd, Liverystable Keeper. Aug 31. Comp. Reg Sept 1.
Parrish, Jas, & Chas Thatcher, Goswell-rd, Manufacturers. Aug 19. Asst. Reg Aug 29.
Phillips, John, Church-rd, Upper Norwood, Wheelwright. Aug 21. Comp. Reg Aug 29.
Pooley, Alex Gopsell, Lime-st, Merchant. Aug 24. Comp. Reg Aug 29.
Pope, Chas, Wells, Somerset, Draper. Aug 1. Asst. Reg Aug 29.
Porter, Geo, Hatfield, Broad Oak, Essex, Shopkeeper. Aug 5. Asst. Reg Aug 29.
Porter, Mary Kate, Lpool, Restaurant Keeper. Aug 14. Asst. Reg Sept 1.
Price, Richd Evans, Worcester, Brush Manufacturer. Aug 17. Asst. Reg Aug 31.
Redford, John, Uxbridge, Twine Maker. Aug 27. Comp. Reg Sept 1.
Riches, John, Tooley-st, Grocer. Aug 28. Comp. Reg Sept 1.
Rogers, Philip, Prospect-pl, Roman-rd, Old Ford, Provision Dealer. Aug 23. Comp. Reg Aug 26.
Russell, Chas Dupre, Cambridge-ter, Paddington, Retired Officer of the Royal Court. Aug 26. Comp. Reg Aug 29.
Savage, Chas Wm, Horton Heath, Bishopstoke, Hants, Grocer. Aug 5. Asst. Reg Aug 31.
Sharp, Thos Hy, Southwick, Durham. Aug 26. Comp. Reg Aug 29.
Short, Chas, St Ives, Cornwall, Ship Owner. Aug 8. Asst. Reg Aug 29.
Smith, John Chapman, Ashby-de-la-Zouch, Leicester, Builder. Aug 3. Asst. Reg Aug 31.
Stein, Chas Adolph, Lpool, Merchant. Aug 26. Comp. Reg Aug 28.
Stewart, Hamilton, Birkenhead, Chester, Perfumer. Aug 20. Comp. Reg Aug 31.
Studholme, John, Lpool, Grocer. Aug 10. Asst. Reg Aug 31.
Swaebe, David, Bishopsgate-st Without, Cigar Manufacturer. Aug 1, Comp. Reg Aug 28.
Tong, John, Earisheaton, York, Wool Dealer. Aug 20. Comp. Reg Aug 29.
Torry, John Cooper, Lincoln, Doctor. Aug 11. Asst. Reg Sept 1.
Turton, Wm, Cheadle, Stafford, Grocer. Aug 7. Asst. Reg Aug 29.
Verity, Jas, Middleton, Lancaster, Printer. Aug 3. Comp. Reg Aug 29.
Waller, Wm Copland, jun, Mansfield-st, Borough-rd, Timber Merchant. Aug 20. Comp. Reg Aug 29.
Walters, Geo, Caaton, Glamorgan, Grocer. Aug 22. Comp. Reg Aug 31.
Webb, Chas, Swindon, Wilts, Grocer. Aug 5. Asst. Reg Sept 1.
Webb, Thos Sibley, Faversham, Kent, Butcher. Aug 28. Comp. Reg Aug 31.
Wheatley, Geo, Leeds, Hop Merchant. Aug 29. Comp. Reg Sept 1.
Wilkinson, Geo, Leeds, Fishmonger. Aug 13. Comp. Reg Sept 1.
Williams, David, & Catherine Williams, Swansea, Glamorgan, Hotel Keepers. Aug 10. Comp. Reg Aug 29.
Winter, Fredk, Fore-st, Manufacturer. July 31. Comp. Reg Aug 29.
Youngman, Thos, Bristol-gardens, Maida-hill, Job Master. Aug 25. Comp. Reg Sept 1.

Bankrupts

FRIDAY, Aug. 28, 1868.

To Surrender in London.

Barton, Geo, Prisoner for Debt, Maidstone. Adj Aug 19. Pepys. Sept 11 at 11.

Barton, Thos. Prisoner for Debt, Maidstone. Adj Aug 19. Pepys. Sept 11 at 11.

Bennison, Jas, Prisoner for Debt, London. Pet Aug 26 (for pau). Pepys. Sept 11 at 12. Goatley, Row-st, Covent-garden.

Bowen, Wm Joseph, Prisoner for Debt, London. Pet Aug 26 (for pau). Pepys. Sept 11 at 1. Godfrey, Basinghall-st.

Brock, Jas, Cobham, Surrey, Tailor. Pet Aug 25. Pepys. Sept 11 at 11. Brown, Basinghall-st.

Brown, Thos, Strand, Hosier. Pet Aug 11. Murray. Sept 10 at 1. Smith, Frederick's-pl, Old Jewry.

Carr, Edwd, Oundle, School Proprietor. Pet Aug 24. Pepys. Sept 11 at 12. Deacon, Peterborough.

Charles, Richd, South-st, Thurlow-sq, Brompton, Artist. Pet Aug 22. Pepys. Sept 10 at 1. Peverley, Gresham-st.

Cobden, Jas, Prisoner for Debt, London. Pet Aug 26 (for pau). Pepys. Sept 11 at 11. Harrison, Basinghall-st.

Collingwood, Wm, Prisoner for Debt, Bedford. Adj Aug 19. Pepys. Sept 16 at 12.

Cooper, Wm Juniper, Prisoner for Debt, Maidstone. Adj Aug 19. Pepys. Sept 11 at 11.

Croney, Philip, Cotton s, Poplar, Baker. Pet Aug 25. Pepys. Sept 11 at 1. Brown, Basinghall-st.

Dobson, Hy Arnold, Rutland-park, Knightsbridge, Coach Smith. Pet Aug 22. Pepys. Sept 10 at 1. Sibley, Lincoln's-inn-fields.

Ferguson, Thos, Amberley rd, Paddington, Contractor. Pet Aug 21. Pepys. Sept 10 at 11. Durant, Guildhall-chambers.

Freeman, Geo, Victoria-ter, Hackney-wick, Butcher. Pet Aug 21. Pepys. Sept 10 at 11. Hope, Ely-pl.

Friday, Jas, Prisoner for Debt, Maidstone. Adj Aug 19. Pepys. Sept 11 at 11.

Godwin, Benj Chas, Winchester, Attorney. Pet Aug 13. Roche. Sept 10 at 1. Lomer, Southampton.

Johnson, Hy Pollard, Gt College-st, Camden-town, out of employment. Pet Aug 24. Pepys. Sept 11 at 1. Lawrance & Co, Old Jewry.

Ladd, Giles, Frideswide-pl, Kentish-town, Cab Proprietor. Pet Aug 24. Pepys. Sept 11 at 12. Pittman, Guildhall-chambers.

Lott, James Hy, Prisoner for Debt, Maidstone. Adj Aug 19. Pepys. Sept 11 at 11.

Maris, Richd Watson, Littlebury, Essex, Corn Factor. Pet Aug 15. Roche. Sept 10 at 11. Meedham, New-inn, Strand.

Martin, Jas John, Asquith-ter, Hornsey-rd, Grocer. Pet Aug 24. Pepys. Sept 11 at 1. Buchanan, Basinghall-st.

Naish, Wm, Red Hill-st, Regent's-park, Wheelwright. Pet Aug 25. Pepys. Sept 11 at 1. Angel, Bedford-row.

Page, Joseph, Westbourne-pl, Grocer. Pet Aug 26. Roche. Sept 16 at 12. Tatham & Son, Old Broad-st.

Pottow, John Neate, Harrison-st, Gray's-inn-rd, Comm Agent. Pet Aug 25. Pepys. Sept 11 at 1. Hickling, Trinity-sq, Borough.

Turner, Jas, Thos, Bromell's-rd, Clapham, Retailer of Beer. Pet Aug 24. Pepys. Sept 11 at 12. Bicknell, Bouverie-st, Fleet-st.

Ungar, Julius, Dagmar-rd, Victoria-park, Frame Manufacturer. Pet Aug 21 Pepys. Sept 10 at 1. Poole, Bartholomew-close.

Wilkinson, Thos Geo, Southampton, Shipping Clerk. Pet Aug 24. Pepys. Sept 11 at 12. Lomer, Southampton.

To Surrender in the Country.

Ashton, Robt Howe, Manch, Photographic Engraver. Pet Aug 24. Macrae. Manch, Sept 10 at 12. Hampson, Manch.

Ashton, Saml, Taxal-cum-Yeardsley, Chester, out of business. Pet Aug 24. Fardell. Manch, Sept 10 at 12. Hampson, Manch.

Baker, Gabriel, Prisoner for Debt, Bristol. Adj Aug 25 (for pau). Harley. Bristol, Sept 11 at 12.

Briggs, Hy, Manningham, York, Agent. Pet Aug 22. Bradford, Aug 8 at 9.15. Harris, Bradford.

Brunt, Edward, Northampton, Earthenware Dealer. Pet Aug 24. Dennis. Northampton, Sept 24 at 10. White, Northampton.

Checkley, John, Leamington Priors, Warwick. Milkman. Pet Aug 22. Tibbitts. Warwick, Sept 5 at 11. Handley, Warwick.

Collins, Jas, Swansea, Glamorgan, Licensed Victualler. Pet Aug 12. Morris. Swansea, Sept 7 at 2. Morris, Swansea.

Davies, David, Swansea, Glamorgan, Tin Plate Manufacturer. Pet Aug 14. Wilde. Bristol, Sept 9 at 11. Strick & Bellingham, Swansea.

Deane, John Geo, Newbury, Berks, Coach Builder. Pet Aug 7. Vines. Newbery, Sept 8 at 11. Wilkinson, Guildhall chambers.

De Vries, Jules, Prisoner for Debt, Lancaster. Adj Aug 26. Hime. Lpool. Sept 9 at 12.

Dibble, Hy, West Hatch, Somerset, Basket Maker. Pet Aug 26. Meyler. Taunton, Sept 12 at 11. Trenchard, Taunton.

Digger, Wm, Worcester, Journeyman Glover. Pet Aug 25. Crisp. Worcester, Sept 8 at 11. Tree, Worcester.

Draper, Fredk, Heanor, Derby, Journeyman Painter. Pet Aug 20. Ingle. Belper, Sept 9 at 12. Heath, Derby.

Hassall, Hudson, Coventry, Watchmaker. Pet Aug 24. Kirby. Coventry, Sept 15 at 3. Smallbone, Coventry.

Hayes, John, Gt Grimsby, Lincoln, Watchmaker. Pet Aug 19. Leeds, Sept 9 at 12. Stamp & Co, Hull.

Hughes, Thos, Pontblyddyn, Flint, Builder. Pet Aug 15. Eyton. Flint, Sept 16 at 12. Roper, Mold.

Hulley, John, Princes-end, Stafford, Galvanizer. Pet Aug 25. Walker. Dudley, Sept 18 at 12. Lowe, Dudley.

Johnston, Robt Hy, Prisoner for Debt, Chester. Pet Aug 24. Lpool, Sept 11 at 12. Churton, Chester.

Jowling, John, Ross, Hereford, Cabinet Maker. Pet Aug 22. Collins. Ross, Sept 9 at 12. Williams, Ross.

Kenny, Eliz, & Robt Wm Kenny, Gt Neston, Chester, Corn Dealers. Pet Aug 27. Lpool, Sept 11 at 12. Pemberton, Lpool.

Kessell, Solomon, Plymouth, Devon, Licensed Victualler. Pet Aug 26. Pearce. East Stonehouse, Sept 16 at 11. Edmonds & Sons, Plymouth.

Laidlaw, Robt, Gateshead, Durham, Grocer. Pet Aug 25. Ingledew. Gateshead, Sept 10 at 12. Daglish & Stewart, Newcastle-upon-Tyne.

Lloyd, Evan, Mold, Flint, Grocer. Pet Aug 24. Eyton. Flint, Sept 16 at 12. Roper, Mold.

McDowall, Wm, Carmarthen, Draper. Pet Aug 22. Lloyd. Carmarthen, Sept 5 at 12. Davies, Carmarthen.

Matthews, John, jun, Gt Milton, Oxford, Cattle Dealer. Adj Aug 14 Holloway. Thame, Sept 8 at 10. Thompson, Oxford.

Morris, Wm, Lpool, Baker. Pet Aug 25. Hime. Lpool, Sept 9 at 1. Bellringer, Lpool.

Mumby, Wm Albert, & Fredk Mumby, Boston, Lincoln, Engineers. Pet Aug 25. Staniland. Boston, Sept 9 at 10. Bean, Boston.

O'Connell, Martin, Cardiff, Glamorgan, Marine Store Dealer. Pet Aug 22. Langley. Cardiff, Sept 12 at 11. Raby, Cardiff.

Orford, Wm Cockerell, Birm, Surgeon. Pet Aug 25. Tudor. Birm, Sept 9 at 12. East, Birm.

Pickin, John, Church Eaton, Stafford, Schoolmaster. Pet Aug 26. Tudor. Birm, Sept 9 at 12. Reece & Harris, Birm.

Pountney, Alfd Edwd, Yeovil, Somerset, Auctioneer. Pet Aug 17. Exeter, Sept 8 at 10. Slade, Yeovil.

Pyne, Robt Slape, Taunton, Somerset, Baker. Pet Aug 28. Exeter, Sept 8 at 10. Trenchard & Walsh, Taunton.

Rent, Thos Richd, Westbury, Wilts, out of business. Pet Aug 21. Pinniger. Westbury, Sept 9 at 12. Barteum, Bath.

Rodgers, Wm, Sheffield, Bootmaker. Pet Aug 26. Wake. Sheffield, Sept 11 at 1. Binney & Son, Sheffield.

Selby, Rosalinda, Bristol, Boarding House-keeper. Pet Aug 21. Harley. Bristol, Sept 11 at 12. Clifton, Bristol.

Shaw, John, Tunstall, Stafford, Grocer. Pet Aug 26. Tudor. Birm, Sept 9 at 12. Salt, Tunstall.

Sissons, Thos, Prisoner for Debt, Lancaster. Adj Aug 20. Fardell. Manch, Sept 15 at 11.

Stallard, Jas, Prisoner for Debt, Bristol. Adj Aug — (for pau). Harley. Bristol, Sept 11 at 12.

Taylor, Joseph, Walsall, Stafford, out of business. Pet Aug 24. Tudor. Birm, Sept 9 at 12. Barton, Birm.

Thomas, John, Swansea, out of business. Pet July 30. Langley. Cardiff, Sept 12 at 11. Morgan, Cardiff.

Webb, Saml, Prisoner for Debt, Bristol. Adj Aug 25 (for pau). Harley. Bristol, Sept 11 at 12.

Wood, Geo, & Peter Wood, Manch, Grocers. Pet Aug 26. Fardell. Manch, Sept 9 at 12. Sutton & Elliott, Manch.

TUESDAY, Sept. 1, 1868.

To Surrender in London.

Ainsworth, Joseph, Prisoner for Debt, London. Adj Aug 21. Pepys. Sept 17 at 11.

Alexander, Geo, Wood-st, Cheapside, Collar Manufacturer. Pet Aug 27. Pepys. Sept 16 at 12. Daniels & Co, Church-passage, Gresham-st

Carnes, Mary Anna, Prisoner for Debt, London. Pet Aug 25 (for pau). Pepys. Sept 17 at 1. Harrison, Basinghall-st.

Beestou, Alfred Bate, Wolsey-rd, East Moulsey, Clerk. Pet Aug 27. Pepys. Sept 16 at 1. Pittman, Guildhall chambers.

Bracher, Hy Edwd, Eden-grove, Cornwell-pl, Holloway, Foreman. Pet Aug 24. Pepys. Sept 11 at 12. Hope, Ely-pl.

Brown, Thos, Prisoner for Debt, London. Adj Aug 21. Pepys. Sept 17 at 11.

Clapshaw, Chas, Regent's-park-rd, Bat Maker. Pet Aug 23. Pepys. Sept 17 at 12. Hicks, Moorgate-st.

Crook, John Wm, Langley, Buckingham, Carpenter. Pet Aug 26. Pepys. Sept 16 at 12. Cattell, Bedford-row.

Donnelly, Patrick Skiffington, Prisoner for Debt, London. Adj Aug 20. Pepys. Sept 22 at 11.

Eves, Wm, Albert-ter, Upper Norwood, Tailor. Pet Aug 28. Pepys. Sept 17 at 12. Dobie, Basinghall-st.

Ezekiel, Philip, St Augustin-rd, Camden-town, Commercial Traveller. Pet Aug 28. Pepys. Sept 17 at 12. Brighten, Bishopsgate-st.

Ferguson, Geo Jas, Milton-rd, Stoke Newington, no business. Pet Aug 28. Pepys. Sept 18 at 11. Harrison, Basinghall-st.

Flower, Farnham, Prisoner for Debt, London. Adj Aug 21. Pepys. Sept 17 at 11.

Harris, Quaries, Godfrey-hill, Woolwich, Wine Merchant. Pet Aug 19. Pepys. Sept 17 at 1. Wilkin, Token-house-yard.

Harris, Wm, Woolwich, Grocer. Pet Aug 19. Pepys. Sept 16 at 12. Dobie, Basinghall-st.

Hillier, John, Fulham-rd, out of business. Pet Aug 29. Sept 16 at 11. Denny, Coleman-st.

Hills, Hy, Prisoner for Debt, London. Adj Aug 20. Pepys. Sept 16 at 12.

James, John, Prisoner for Debt, London. Adj Aug 20. Pepys. Sept 16 at 1.

Jennings, Fredk, James-pl, Victoria-rd, Peckham, Greengrocer. Pet Aug 27. Pepys. Sept 16 at 1. Moss, Trinity-st, Southwark.

King, Chas Martin, Prisoner for Debt, London. Adj Aug 11. Pepys. Sept 28 at 11.

Leo, Julius, Size-lane, Bucklersbury, Comm Merchant. Pet Aug 27. Pepys. Sept 16 at 1. Sydney, Sydney-st, Aldgate.

Lewis, Wm Barrett, Prisoner for Debt, London. Adj Aug 21. Pepys. Sept 22 at 11.

Lockett, Thos, Gt College-st, Camden-town, Ham Dealer. Pet Aug 20. Pepys. Sept 17 at 1. Rooks & Co, Eastcheap.

Lane, Thos, Watford, Hertford, Builder. Pet Aug 24. Pepys. Sept 11 at 1. Tindall, Upper Thames-st.

Mager, Geo Ludwig, Attwell-rd, Rye-lane, Peckham, Baker. Pet Aug 29. Pepys. Sept 17 at 1. Pittman, Guildhall-chambers.

Marsgall, Eliz, & Alfred Marshall, Devonshire-pl-mews, Portland-pl, Job Masters. Pet Aug 26. Pepys. Sept 16 at 1.

Meteyard, Alfred Burnard, Prisoner for Debt, London. Adj Aug 21. Sept 22 at 11.

Monteith, Geo, Mount-pl, Whitechapel. Adj July 14. Pepys. Sept 17 at 12.

Poulter, Wm, sen, St George's-yard, Caledonian-rd, Cab Driver. Pet Aug 25. Pepys. Sept 11 at 12. Olive, Portsmouth-st, Lincoln's-inn.

Powell, Joseph, Newington-butts, Perambulator Manufacturer. Pet Aug 25. Pepys. Sept 11 at 12. Warrand, Newgate-st.

Richens, Edwin, Prisoner for Debt, London. Pet Aug 24 (for pau). Pepys. Sept 17 at 1. Godfrey, Basinghall-st.

Skidmore, Thos, Prisoner for Debt, London. Pet Aug 24 (for pau). Pepys. Sept 22 at 11. Dobie, Basinghall-st.
Slugg, Wm, Prisoner for Debt, London. Pet Aug 25 (for pau). Pepys. Sept 17 at 1. Godfrey, Basinghall-st.
Smith, Bassett, Prisoner for Debt, London. Adj Aug 21. Pepys. Sept 17 at 11.
Smith, Geo, Prisoner for Debt, London. Adj Aug 21. Sept 16 at 11.
Spence, Wm, jun, Fortess-ter, Junction-rd, Kentish-town, Clerk. Pet Aug 28. Pepys. Sept 17 at 12. Innes & Son, Leadenhall-st.
Stone, Fras Wm, Prisoner for Debt, London. Adj Aug 21. Sept 22 at 11.
Thomas, Ann, & Eliza Thos, Somerset-st, Portman sq, Dressmakers. Pet Aug 29. Pepys. Sept 17 at 12. Price, St James's-rd, Holloway.
Tozer, Saml, Harcourt-st, Marylebone-rd, Lath Render. Pet Aug 29. Roche. Sept 16 at 12. Godfrey, Basinghall-st.
Tucker, John, Prisoner for Debt, London. Adj Aug 20. Pepys. Sept 16 at 1.
Walker, Richd Dixon, Ann's-ter, Brixton-rd, no business. Pet Aug 20. Pepys. Sept 17 at 11. Nicholls & Co, Cook's-ct, Lincoln's-inn.
Woods, Geo, Prisoner for Debt, London. Adj Aug 20. Pepys. Sept 16 at 1.
Young, Richd, Tunbridge-wells, Kent, Carman. Pet Aug 27. Pepys. Sept 16 at 12. Edwards, Bush-lane, Cannon-st.

To Surrender in the Country.

Adamson, Thos, Bishop Auckland, Durham, Beerhouse Keeper. Pet Aug 25. Trotter. Bishop Auckland, Sept 10 at 10. Thornton, Bishop Auckland.
Aldcroft, Thos, Timperley, Chester, Market Gardener. Pet Aug 26. Southern. Altrincham, Sept 14 at 10. Brownell, Altrincham.
Allcroft, Jas, Nuneaton, Warwick, Victualler. Pet Aug 26. Dewes. Nuneaton, Sept 14 at 10. Horner, Bedworth.
Bailey, Thos, Hunslet, nr Leeds, Beerhouse Keeper. Pet Aug 26. Marshall. Leeds, Sept 24 at 12. Harle, Leeds.
Baxter, Wm Instone, Stourbridge, Worcester, Innkeeper. Pet Aug 28. Harward. Stourbridge, Sept 18 at 10. Price, Stourbridge.
Beckett, John, Bolton, Lancaster, Basket Maker. Pet Aug 27. Holden. Bolton, Sept 16 at 10. Kamwell, Bolton.
Brice, Mary Jane, East Budleigh, Devon, Innkeeper. Pet Aug 15. Daw. Exeter. Sept 15 at 11. Friend, Exeter.
Brunyee, Jonathan Sayles, Epworth, Lincoln, out of business. Pet Aug 24. Fox. Thorne, Sept 16 at 12. Foster, Thorne.
Chisman, Thos Bowser, Darlington, Durham, out of business. Pet Aug 28. Crosby. Stockton-on-Tees, Sept 16 at 12. Robinson, Darlington.
Cunningham, John, Cheetham, Manch, Cotton Waste Dealer. Pet Aug 28. Fardell. Manch, Sept 15 at 11. Chew & Sons, Manch.
Douglas, Geo Boyce, Bolton, Lancaster, Medical Practitioner. Pet Aug 28. Macrae. Manch, Sept 17 at 12. Richardson & Co, Manch.
Gagg, Miles, Flaxley, Gloucester, Carpenter. Pet Aug 26. Burrup. Newnham, Sept 14 at 11. Goold, Newnham.
Glover, John, Horbury, York, Woolsorter. Pet Aug 25. Mason. Wakefield, Sept 12 at 11. Nettleton, Wakefield.
Gunn, Geo, Sheffield, York, Beerhouse Keeper. Pet Aug 27. Wake. Sheffield, Sept 11 at 1. Binney & Son.
Hatton, Joseph, Leeds, Ale Dealer. Pet Aug 18. Marshall. Leeds, Sept 24 at 12. Simpson, Leeds.
Hawkes, John, Gloucester, Linen Draper. Pet Aug 28. Wilde. Bristol, Sept 11 at 11. Jones & Richards, Gloucester.
Hughes, Ann, Horse Hoylake, Chester, Provision Dealer. Pet Aug 26. Wason. Birkenhead, Sept 9 at 10. Moore, Birkenhead.
Leavesley, Thos, Leicester, Dyer. Pet Aug 18. Birm, Sept 15 at 11. Upton, Leeds.
Lunt, Wm, Birm, Provision Dealer. Pet Aug 15. Guest. Birm, Sept 18 at 10. Beaton, Birm.
Noble, Chas, Bramham, York, Mason. Pet Aug 26. Bickers. Tadcaster, Sept 14 at 10. Harle, Leeds.
Price, Thos Wm, Wednesbury, Stafford, out of business. Pet Aug 29. Brown. Wolverhampton, Sept 12 at 12. Stratton, Wolverhampton.
Pridham, Jas, Morice Town, Devon, Foreman. Pet Aug 28. Pearce. East Stonehouse, Sept 18 at 11. Fowler, Plymouth.
Roberts, Isaac, Ysputty Ifan, Carnarvon, Butcher. Pet Aug 25. James. Llanrwst, Sept 12 at 12.
Russell, Chas, Guildford, Surrey, Licensed Victualler. Pet Aug 27. Marshall. Guildford, Sept 12 at 4.30. White, Dane's-inn.
Shelton, Mary Ann, Mawsley, Leicester, out of business. Pet Aug 29. Hill. Birm, Sept 16 at 12. James & Griffin, Birm.
Sykes, Benj Horsfield, Altofts, York, Bricklayer. Pet Aug 27. Mason. Wakefield, Sept 12 at 11. Nettleton, Wakefield.
Thwaites, Geo, Leeds, out of business. Pet Aug 27. Mason. Wakefield, Sept 15 at 11. Pickering, Leeds.
Walker, Wm, Birm, Provision Dealer. Pet Aug 20. Hill. Birm, Sept 16 at 12. Ryland & Martineau, Birm.
Walker, Thos, & Wm Sutton Hackett, Birm, Brassfounders. Pet Aug 27. Hill. Birm, Sept 16 at 12. James & Griffin, Birm.
Wigglesworth, Alfd Fredk, Halifax, York, Comm Agent. Pet Aug 28. ss Rankin. Halifax, Sept 11 at 10. Thomas.
Wild, Fras, Norwich, Accountant. Pet Aug 28. Palmer. Norwich, Sept 14 at 11. Sadd, Norwich.
Williams, Thos, Brecon, Grocer. Pet Aug 25. Evans. Brecknock, Sept 12 at 3. James, Brecon.
Willing, Wm, Slapton, Devon, Miller. Pet Aug 20. Square. Kingsbridge, Sept 7 at 11. Lidstone, Dodbrooke.
Woodfull, Richd, Birm, out of business. Pet Aug 8. Guest. Birm, Sept 18 at 10. East, Birm.
Wright, Saml, Hereford, Dyer. Pet Aug 22. Reynolds. Hereford, Oct 2 at 10. Killminster, Hereford.

BANKRUPTCIES ANNULLED.

FRIDAY, Aug. 28, 1868.

Palmer, Hy Douss, Victoria-villa, Choumert-rd, Peckham, Clerk in Coast Guard Service. Nov 24.
Russell, Chas Dupre, Cambridge-ter, Paddington, out of business Aug 26.
Brown, Jesse, Loughborough, Leicester, Gun Maker. Aug 24.

TUESDAY, Sept. 1, 1868.

Bailey, Wm, Addle-st, Tailor. Aug 28.

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